

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

MOTION FOR RECONSIDERATION DENIED: December 19, 2000

GSBCA 15420-R

TMD U.S.A., INC./VINCENT SCHICKLER,

Appellants,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Vincent Schickler, President of TMD U.S.A., Inc., Smithtown, NY, appearing for Appellants.

Robert T. Hoff, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **NEILL**, and **HYATT**.

DANIELS, Board Judge.

Appellants, TMD U.S.A., Inc. and its owner-president, Vincent Schickler, move the Board to reconsider and overturn its decision in TMD U.S.A., Inc./Vincent Schickler v. General Services Administration, GSBCA 15420 (Nov. 16, 2000).

Appellants seek damages apparently resulting from their having been debarred by respondent subsequent to the conclusion of a contract between the parties. In an earlier case, the Board found that respondent had taken improper actions under the contract and awarded to TMD the damages it had proven. In the recent decision, as to which reconsideration is sought, we dismissed the case for lack of jurisdiction because the subject claim is for damages resulting from the debarment, rather than under the contract, and boards of contract appeals have no authority to consider such a claim.

In seeking reconsideration, appellants ask that we consider the following factors: (a) the earlier decision found Government actions improper; (b) in that decision, we awarded damages; (c) the debarment resulted from actions under a contract; and (d) the debarment prevented TMD from bidding on subsequent contracts.

All these factors are irrelevant to our reasoning and conclusion. Whether the Government acted properly or not, either under the contract or in debarring TMD, has no impact on our jurisdiction to consider a claim for damages resulting from a debarment. Similarly, the fact that we awarded damages in a case over which we had jurisdiction does not compel a conclusion that we may award damages in all cases brought by the same contractor, even under claims which have some relationship to each other. Most if not all debarments result from actions occurring under a contract, and all debarments prevent the affected firm from bidding on subsequent contracts; there is nothing unique about appellants' situation.

The jurisdiction of a quasi-judicial tribunal, such as a board of contract appeals, is limited to those matters specifically entrusted to that tribunal by statute, rule, or regulation. Munson v. Merit Systems Protection Board, 216 F.3d 1037, 1039 (Fed. Cir. 2000). A party's representations concerning the existence of jurisdiction cannot confer jurisdiction where none exists. Monasteri v. Merit Systems Protection Board (Fed. Cir. Nov. 17, 2000).

Decision

Because appellants have given no good reason for reconsidering our decision in this case, the **MOTION FOR RECONSIDERATION IS DENIED**.

STEPHEN M. DANIELS
Board Judge

We concur:

EDWIN B. NEILL
Board Judge

CATHERINE B. HYATT
Board Judge