

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

DENIED: March 10, 2006

GSBCA 16757

DAVID W. COOPER,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

David W. Cooper, pro se, Conroe, TX.

Gabriel N. Steinberg, Office of Regional Counsel, General Services Administration, Atlanta, GA, counsel for Respondent.

GOODMAN, Board Judge.

The appellant, David W. Cooper, and the respondent, General Services Administration (GSA), have submitted this appeal for decision on the written record pursuant to GSBCA Rule 111 (48 CFR 6101.11 (2004)). Appellant has elected to have the appeal processed by the small claims procedure. Rule 202.¹ We deny the appeal.

In May 2005, GSA offered travel trailers for sale through its internet auction site, GSAAuctions.gov. Appeal File, Exhibit 1. Appellant registered for the auction and acknowledges he was bound by the terms and conditions of the sale. Appeal File, Exhibit 10;

¹ This decision is issued in summary form by the panel chairman. Rule 202(b).

Appellant's Answer. He was the successful bidder for two trailers and was awarded contracts. Appeal File, Exhibit 6.

The terms and conditions of the sale stated that if the purchaser fails to make payment or fails to remove the property purchased, within a fixed period of time, the purchaser loses all rights to the property and the Government would be entitled to collect twenty percent of the purchase price as liquidated damages. Appeal File, Exhibit 3 at 7. Appellant failed to pay for and remove the trailers within the required time period. Appellant's Answer.

By letter dated May 24, 2005, the contracting officer terminated the contracts for default and assessed liquidated damages in the amount of \$2260. Appeal File, Exhibit 7. Appellant contested the assessment by an electronic mail message dated July 6, 2005. Appeal File, Exhibit 8. The contracting officer issued a final decision dated August 30, 2005, affirming the assessment of liquidated damages. Appeal File, Exhibit 9. Appellant appealed that final decision to this Board. Appeal File, Exhibit 10.

When GSA accepted appellant's bid, the terms and conditions of the online auction became part of a contract between the agency and the buyer. *Darren R. Gentilquore v. General Services Administration*, GSBCA 16705, 05-2 BCA ¶ 33,117. Appellant's failure to pay for the trailers was a breach of the contract, and the contracting officer's assessment of liquidated damages was proper. *Conrail Aviation, Inc. v. General Services Administration*, GSBCA 16029, 05-1 BCA ¶ 32,836.

The appeal is **DENIED**.

ALLAN H. GOODMAN
Board Judge