UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

MOTION FOR RECONSIDERATION DENIED: November 16, 2015

CBCA 4845-R

G2G, LLC,

Appellant,

v.

DEPARTMENT OF COMMERCE,

Respondent.

Darren Rittenhouse, Sole Member of G2G, LLC, Gainesville, VA, appearing for Appellant.

Lisa J. Obayashi and Heidi Bourgeois, Office of the General Counsel, United States Patent and Trademark Office, Department of Commerce, Alexandria, VA, counsel for Respondent.

Before **DANIELS**, Board Judge (Chairman).

G2G, LLC (G2G) asks the Board to reconsider its decision, *G2G, LLC v. Department of Commerce*, CBCA 4845, 15-1 BCA ¶ 36,115, which denied the contractor's claim for $14,813.97 for work it performed at the conclusion of its contract with the Department of Commerce's Patent and Trademark Office (PTO). The agency opposes the motion.

G2G maintains, as it did earlier, that the PTO's direction to remove all its items from G2G's warehouse constituted work additional to what was contemplated in the contract, such that the direction constructively changed the contract. We have already fully considered this argument, so reconsideration of it is not merited. Board Rule 26(a) (48 CFR 6101.26(a)

(2015) ("Arguments already made and reinterpretations of old evidence are not sufficient grounds for granting reconsideration.")).

G2G also contends that one of our findings of fact is incorrect: We found that "G2G's personnel moved all the items to a location just outside the warehouse, and another PTO contractor picked them up there." *G2G*, 15-1 BCA at 176,311. G2G says that its personnel actually loaded the items onto the other contractor's trucks. Whether this is true or not, it cannot alter the outcome of the case. The contract required G2G to deliver PTO items from its warehouse to PTO facilities at PTO direction, and whether G2G placed the items just outside its warehouse or into trucks located just outside the warehouse, either represented "an easier task than [G2G] would have [undertaken] if the agency had exercised its contractual right to have the items delivered to agency facilities, for no transportation services were necessitated." *Id.* at 176,312. No change, constructive or otherwise, was made to the contract as a result of the PTO's actions at the conclusion of the contract.

The agency argues that because a decision in a case for which the appellant has elected the small claims procedure (such as this one) "is final and conclusive and may not be set aside except in cases of fraud," 41 U.S.C. § 7106(b)(4) (2012), reconsideration is available only if the moving party asserts that fraud tainted the decision. G2G does not make such an assertion, so the agency maintains that reconsideration is not available here. We do not agree with this position. Board Rule 26, making reference to Board Rule 27, states that reconsideration may be granted for any of a number of reasons, and it does not preclude reconsideration in small claims cases. *Michael C. Lam v. General Services Administration*, CBCA 1213-R, 09-1 BCA ¶ 34,105. Nevertheless, we **DENY RECONSIDERATION** here because G2G has not advanced any reason which merits it.

STEPHEN M. DANIELS
Board Judge