



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

MOTION FOR RECONSIDERATION DENIED: April 20, 2016

CBCA 4996-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 Board Judges **DANIELS** (Chairman), **SHERIDAN**, and **ZISCHKAU**.

DANIELS, Board Judge.

On February 24, 2016, the Board denied in part and dismissed in part an appeal filed by G2G, LLC (G2G), of a decision by a contracting officer of the Department of Commerce's Patent and Trademark Office (PTO). We denied G2G's claim of entitlement to \$1,296,168, which the contractor characterized as "the remaining balance" of the contract in question, and dismissed G2G's request that we direct the PTO to place "the Contract requirement . . . back into [the] SBA [Small Business Administration] 8(a) program." G2G moves the Board to reconsider its decision.

In support of its motion, the contractor makes two assertions. First, it alleges that one of the documents in the appeal file submitted by the PTO was “submitted to the Board fraudulently” because it includes data which was not provided to the contractor in response to a previous Freedom of Information Act request. Second, the contractor maintains that the contract “was drafted illegally, fraudulently, and/or negligently without the SBA’s or Appellant’s knowledge.”

G2G made these same arguments in advancing its case earlier. As our Rules of Procedure explain, “Arguments already made and reinterpretations of old evidence are not sufficient grounds for granting reconsideration.” Rule 26(a) (48 CFR 6101.26(a) (2015)). Asking us to retread old ground is not appropriate; it cannot serve as a valid basis for the motion. Consequently, the motion is denied.

In an effort to help G2G to better understand the Board’s decision, however, we restate the following points. As we said earlier, whether the document in question was sent and whether it was defective “are not dispositive of this case.” The document is a letter allegedly sent by the PTO to the SBA, offering to the latter agency, for award on a sole-source basis (evidently under the program established under section 8(a) of the Small Business Act, 15 U.S.C. § 637(a) (2006)), the requirement which was ultimately included in the contract between the PTO and G2G. Any questions about the document are not dispositive because even if the PTO did not follow the Government’s housekeeping rules in awarding the contract – something we did not address and, contrary to G2G’s belief, we did not imply – the result in this case would not change. G2G received the contract in question, was fully paid for its services under the contract, and was not entitled to have the PTO exercise the last two unilateral options to keep the contract in force beyond the date on which it concluded by its own terms. The Board has no authority to direct the PTO to place “the Contract requirement . . . back into [the] SBA 8(a) program” because Congress has not waived the immunity of the United States from suits for specific performance under the statute under which this appeal was taken, the Contract Disputes Act, 41 U.S.C. §§ 7101-7109 (2012).

Decision

The motion for reconsideration is **DENIED**.

STEPHEN M. DANIELS
Board Judge

We concur:

PATRICIA J. SHERIDAN
Board Judge

JONATHAN D. ZISCHKAU
Board Judge