

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of -)
)
Paragon Defense Solutions, Inc.) ASBCA No. 64307
)
Under Contract No. SPE7L2-22-P-0710)

APPEARANCE FOR THE APPELLANT: Mr. Weiwei Jian
President

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OPINION BY ADMINISTRATIVE JUDGE MCILMAIL
ON APPELLANT’S MOTION FOR RECONSIDERATION

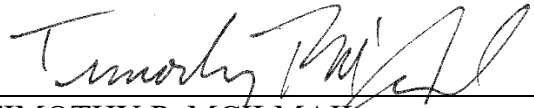
Appellant, Paragon Defense Solutions, Inc. (Paragon), requests reconsideration of our recent decision denying its Board Rule 12.2 appeal; we held that because Paragon failed to deliver certain parts by the November 16, 2022 date set by the government’s unilateral purchase order, the option contract created by Paragon’s substantial performance, and the purchase order itself, lapsed. *Paragon Defense Solutions, Inc.*, ASBCA No. 64307, slip op. (Nov. 19, 2025). In addition, regarding a pre-lapse issue concerning labeling of the parts, we found that Paragon conceded in its briefing that it “could have decided on its own how to label the [parts], and could have labeled and delivered those [parts] by the [] delivery deadline.” *Id.* at 2-3 (alterations added). In its motion for reconsideration, Paragon does not contend that it delivered the parts on time; rather, it now says that “[t]he failure to deliver was not a choice by Paragon; it was a prohibition by the Government.”¹ Elaborating, Paragon (1) quotes a November 3, 2022 government statement regarding the labeling issue that “[t]he nonconformance needs to be addressed and corrected” (which statement Paragon also referenced in its pre-decision briefing), and (2) says that the government “legally

¹ Mot. recon. at 2 ¶ 2.

barred Paragon from shipping the parts in their current state or ‘deciding on its own’ where to mark them without Government approval.”²

We have not waited for the government to respond to the motion for reconsideration. *See John Shaw LLC d/b/a Shaw Building Maintenance*, ASBCA No. 61379, 18-1 BCA ¶ 37,026 at 180,294. Motions for reconsideration do not afford litigants the opportunity to take a “second bite at the apple” or to advance arguments that properly should have been presented in an earlier proceeding. *Avant Assessment, LLC*, ASBCA No. 58867, 15-1 BCA ¶ 36,137 at 176,384. At bottom, Paragon reargues, with some elaboration, the case it made before we issued our decision. The motion for reconsideration is denied.

Dated: December 8, 2025



TIMOTHY P. MCILMAH
Administrative Judge
Armed Services Board
of Contract Appeals

I certify that the foregoing is a true copy of the Opinion and Decision of the Armed Services Board of Contract Appeals in ASBCA No. 64307, Appeal of Paragon Defense Solutions, Inc., rendered in conformance with the Board’s Charter.

Dated: December 9, 2025



PAULLA K. GATES-LEWIS
Recorder, Armed Services
Board of Contract Appeals

² Mot. recon. at 2 ¶¶ 1-2; 2 (citing R4, gov’t tab 8a); *see app. br.* at 2 ¶ 4; reply at 4 ¶ 2.