

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeal of - )  
SBA Contracting LLC ) ASBCA No. 63320  
Under Contract No. W56KGZ-22-P-7020 )

APPEARANCE FOR THE APPELLANT: Mr. Saif Alamily  
Corporate Officer

APPEARANCES FOR THE GOVERNMENT: Scott N. Flesch, Esq.  
Army Chief Trial Attorney  
CPT Paula F. Barr, JA  
John C. Degnan, Esq.  
Trial Attorneys

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

Appellant, SBA Contracting LLC (SBA), has filed a timely motion for reconsideration of the Board’s October 3, 2023 decision denying the appeal. SBA Contracting LLC, ASBCA No. 63320, 2023 WL 7129688 (familiarity with the facts is presumed). The government submitted a response to SBA’s motion, and pursuant to Board Rule 7(d) the time has elapsed for SBA to file a reply.

A party moving for reconsideration “must demonstrate a compelling reason for the Board to modify its decision.” *Golden Build Co.*, ASBCA No. 62294, 20-1 BCA ¶ 37,742 at 183,161 (quoting *Bruce E. Zoeller*, ASBCA No. 56578, 14-1 BCA ¶ 35,803 at 75,103). “Reconsideration might be appropriate if the request ‘is based upon newly discovered evidence, mistakes in the findings of fact, or errors of law.’” *Green Valley Co.*, ASBCA No. 61275, 18-1 BCA ¶ 37,044 at 180,330 (quoting *Alliance Roofing & Sheet Metal, Inc.*, ASBCA No. 59663, 15-1 BCA ¶ 36,063). However, reconsideration is not an opportunity for a party to reargue its position. *Id.*

Contending generally that our decision was arbitrary and illogical, SBA’s single-page motion realleges that its termination was improper because the government accepted non-compliant vehicles on another contract. SBA also questions the government’s offer to settle as inconsistent with its defense of the termination.

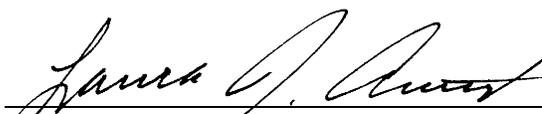
Here, SBA does not present newly discovered evidence or demonstrate mistakes in the Board’s findings of fact or errors of law. Instead, SBA simply

reasserts an argument already addressed by the Board. SBA's comment regarding the government's offer to settle is neither persuasive nor appropriate since settlement discussions are not admissible, under FED. R. OF EVID. 408, to prove or disprove the validity of a disputed claim.

CONCLUSION

Accordingly, the motion is denied.

Dated: December 6, 2023



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LAURA J. ARNETT  
Administrative Judge  
Armed Services Board  
of Contract Appeals

I concur



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OWEN C. WILSON  
Administrative Judge  
Acting Chairman  
Armed Services Board  
of Contract Appeals

I concur



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MICHAEL N. O'CONNELL  
Administrative Judge  
Acting Vice Chairman  
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. 63320, Appeal of SBA Contracting LLC, rendered in conformance with the Board's Charter.

Dated: December 6, 2023



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