

ARMED SERVICES BOARD OF CONTRACT APPEALS

Appeals of Sayar Development Inc.

Sayar Development · No. ASBCA Nos. 63871, 63894, 64191, 64227 · Decided March 17, 2026

SUMMARY

The Armed Services Board of Contract Appeals grants in part Sayar Development Inc.’s motion for reconsideration concerning ASBCA No. 63894, concluding that Tab 23 constituted a claim but that the claim was uncertified and therefore outside the Board’s jurisdiction. The Board dismisses ASBCA No. 63894 on that basis, denies reconsideration regarding the other appeals, and denies the appellant’s other motions.

CASE DETAILS

COURT	Armed Services Board of Contract Appeals
WRITING FOR THE COURT	David D’Alessandris; J. Reid Prouty; Michael N. O’Connell
JURISDICTION	Armed Services Board of Contract Appeals
DECIDED	March 17, 2026
DOCKET	ASBCA Nos. 63871, 63894, 64191, 64227
DISPOSITION	dismissed
PROCEDURAL POSTURE	Appellant moved for reconsideration of the Board’s August 6, 2025 decision dismissing certain appeals for lack of jurisdiction, denying dismissal or summary judgment as to another appeal, and holding that it lacked jurisdiction over a termination-for-default challenge.
STANDARD OF REVIEW	On a motion to dismiss, the Board applied the standard requiring it to grant all reasonable inferences in favor of the appellant. Reconsideration is appropriate for a genuine mistake in findings of fact or conclusions of law, or failure to consider an appropriate matter, that affects the outcome; it is not an opportunity to relitigate rejected arguments or present arguments that should have been raised earlier.
PRECEDENTIAL VALUE	Published ASBCA decision
PARTIES	Sayar Development Inc. v. Government

TOPICS

- government contracts
- contract disputes act
- appellate procedure
- administrative law
- standard of review

PRACTICE AREAS

government contracts

contract disputes

administrative law

appellate procedure

QUESTIONS PRESENTED

1. Whether reconsideration was warranted because Tab 23 constituted a request for a contracting officer's final decision and therefore a claim under the Contract Disputes Act.
2. Whether the Board had jurisdiction over ASBCA No. 63894 when the claim exceeded \$100,000 but had not been certified.
3. Whether the appellant's remaining arguments and additional motions warranted reconsideration or other relief.

HOLDINGS

1. Tab 23, considered together with the attached invoices and its request for a written final decision, constituted a claim demanding payment of money in a sum certain.
2. The Board lacked jurisdiction over a Contract Disputes Act claim exceeding \$100,000 that had not been certified.
3. Reconsideration was not warranted on the appellant's remaining issues because the arguments either had been previously presented and rejected, were raised for the first time on reconsideration, or were beyond the Board's jurisdiction or irrelevant.

KEY QUOTATIONS

"[M]otions 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." (at 2)

"[I]f we have made a genuine oversight that affects the outcome of the appeal, we will remedy it." (at 2)

"Board precedent holds that a defective certification can be remedied; however, the complete failure to certify a claim is not a defective certification and cannot be corrected." (at 6)

FACTUAL BACKGROUND

The Army entered into a 2010 indefinite-delivery, indefinite-quantity contract for material handling equipment and a 2011 contract with Sayar Development Inc. The appellant asserted that the government failed to satisfy minimum ordering requirements and sought payment of invoices allegedly totaling approximately \$1.4 million. Tab 23, a February 16, 2013 letter to an Air Force contracting officer, requested a written final decision and referred to attached minimum-order invoices, but the claim had not been certified.

PROCEDURAL HISTORY

The Board's prior decision dismissed ASBCA Nos. 63894 and 64191 for failure to submit claims to the contracting officer and held that it lacked jurisdiction over ASBCA No. 64227. Sayar Development moved for reconsideration. The Board reconsidered its conclusion regarding ASBCA No. 63894, held that Tab 23

constituted a claim, but dismissed that appeal because the claim exceeded \$100,000 and had not been certified. The Board denied reconsideration on all other issues and denied the appellant's additional motions.

DISPOSITION

dismissed

CASES CITED

- Dixon v. Shinseki, 741 F.3d 1367, 1378 (Fed. Cir. 2014)
- Official Committee of the Unsecured Creditors of Color Tile, Inc. v. Coopers & Lybrand, LLP, 322 F.3d 147, 167 (2d Cir. 2003)
- Avant Assessment, LLC, ASBCA No. 58867, 15-1 BCA ¶ 36,137 at 176,384
- Robinson Quality Constructors, ASBCA No. 55784, 09-2 BCA ¶ 34,171 at 168,911
- L&C Europa Contracting Co., ASBCA No. 52617, 04-2 BCA ¶ 32,708
- Relyant, LLC, ASBCA No. 59809, 18-1 BCA ¶ 37,146 at 180,841
- Sayar Dev., Inc., ASBCA No. 63871 et al., 25-1 BCA ¶ 38,883 at 189,268
- United States v. Dunkel, 927 F.2d 955, 956 (7th Cir. 1991)
- KiewitPhelps, ASBCA No. 62980, 25-1 BCA ¶ 38,798 at 188,700