

# In The United States Court of Federal Claims

No. 08-850C

Filed December 3, 2008

Nunc Pro Tunc November 26, 2008

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\*  
C&E SERVICES, INC., \*  
\*  
Plaintiff, \*  
\*  
v. \*  
\*  
THE UNITED STATES, \*  
\*  
Defendant. \*  
\*  
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**Kevin P. Connelly**, Seyfarth Shaw, LLP, Washington, DC, for Plaintiff.

**Michael Snyder**, United States Department of Justice, Washington, D.C., for Defendant.

## ORDER AND DISMISSAL

On November 26, 2008, C&E Services, Inc. (“Plaintiff”) filed a Complaint alleging the following facts.

On April 10, 2008, the Department of Treasury’s Bureau of Engraving and Printing (“BEP”) issued a Request For Proposals (“RFP”) for a five-year follow-on contract for the operation of BEP’s Washington, D.C. Industrial Wastewater Pretreatment Facility. At the time, Plaintiff was operating the facility on a bridge contract set to expire on September 30, 2008.

Instead of awarding a contract under the April 10, 2008 RFP, BEP issued a second solicitation on October 31, 2008. This solicitation sought proposals for the award of a short-term contract to operate the facility, that would extend for one 90-day Base Period, two 90-day Option Periods, and one 60-day Option Period. Offerors were given three business days to submit proposals by the November 5, 2008 deadline. Plaintiff submitted a timely offer. On November 10, 2008, BEP awarded the short-term contract under the second solicitation to Severn Trent Environmental Services, Inc.

On November 12, 2008, Plaintiff requested a debriefing from BEP. The debriefing occurred, by letter, on November 19, 2008. Two days after the debriefing and nine days before the contract

was to take effect, Plaintiff filed a post-award protest with the Government Accountability Office (“GAO”), triggering the Competition In Contracting Act (“CICA”)’s automatic stay provision, 31 U.S.C. § 3553(d)(3)(C). On November 25, 2008, BEP informed Plaintiff that BEP executed a “Determination and Findings,” overriding the automatic stay. The following day, Plaintiff filed a Complaint and Motion For A Temporary Restraining Order (“TRO”) with the United States Court of Federal Claims.

On November 26, 2008, the court convened an emergency telephone conference with the parties, during which the court granted Plaintiff’s Motion For A TRO, to enjoin the Government from overriding the CICA’s automatic stay of contract performance. The court order was set to expire on December 12, 2008, ten business days after its issuance.

On December 1, 2008, however, Plaintiff filed a Notice Of Voluntary Dismissal as a result of the Government’s agreement to withdraw the override and issue a notice to terminate the November 10, 2008 contract for convenience.

In light of Plaintiff’s Notice of Voluntary Dismissal, which the court is treating as a motion, the court’s November 26, 2008 TRO is now moot. The Clerk of the Court is directed to dismiss this case, without prejudice.

**IT IS SO ORDERED.**

s/ Susan G. Braden  
**SUSAN G. BRADEN**  
**Judge**