

CLIENT ALERT

COFC Reverses Another Cica Stay Override

May 10, 2004

Although the protester's incumbent contract (and the 6-month extension) had expired, in *Keeton Corrections, Inc. v. U.S.*, (March 17, 2004), the Court of Federal Claims rejected as arbitrary and capricious an override decision that was premised on the purported necessity of using the awarded contract to deliver necessary correctional services to the Bureau of Prisons. The court found that the agency had not explained why sole source purchase orders could not be used to obtain the necessary services pending GAO's protest decision, and held that such sole source orders (issued either to the protester or the awardee) would be permissible under the circumstances, and would be less harmful to competition than an override of the CICA stay.

For more information, please contact the professional(s) listed below, or your regular Crowell & Moring contact.

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