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BOARD OF CONTRACT APPEALS
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**SUMMARY ABSTRACT
DECISION OF THE MARYLAND STATE BOARD OF CONTRACT APPEALS**

Docket Nos. 2540 & 2552	Date of Decision: 11/28/06
Appeal Type: <input checked="" type="checkbox"/> Bid Protest	<input type="checkbox"/> Contract Claim
Procurement Identification: Under University of Maryland RFP-85157	
Appellant/Respondent: Penn Parking, Inc. University of Maryland	

Decision Summary:

Procurement Officer - Discretion - BAFOs - The determination to request or not to request best and final offers (BAFOs) is solely within the legitimate discretion of the procurement officer, and a bidder who submits a technically superior but financially inferior offer acts at their own peril when it assumes that it will be given the opportunity to reduce its bid subsequent to initial bid submission.

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**BEFORE THE
MARYLAND STATE BOARD OF CONTRACT APPEALS**

In the Appeals of Penn Parking,)
Inc.)
)
) Docket Nos. MSBCA 2540 & 2552
)
Under University of Maryland)
RFP-85157)

APPEARANCE FOR APPELLANT: David L. Jacobson, Esq.
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APPEARANCE FOR INTERESTED PARTY: John F. Dougherty, Esq.
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Baltimore, Maryland

OPINION BY BOARD MEMBER DEMBROW

This bid protest arises as the result of objections by the current vendor of parking management services for the University of Maryland at Baltimore, which alleges that its offer to continue those services under a new contract was not fairly considered or properly reviewed within the lawful discretion of the procurement officer. Appellant was ranked technically superior but financially inferior to competing bidders. Appellant questions the procurement officer's judgment on whether to request or permit best and final offers. For reasons more fully set forth below, this Board determines that the decision of the procurement officer to award the contract to the lower bidder was within lawful discretion.

Findings of Fact

1. The appeal here at issue concerns a certain competitive sealed proposal known as RFP #85157, issued on or about January 10, 2006 by the University of Maryland at Baltimore (UMB), pursuant to which UMB sought to procure parking management services required to manage approximately 6,700 parking spaces located in eight (8) parking garages and on seven (7) surface lots.
2. For the past ten (10) years, appellant Penn Parking, Inc. (Penn), a highly qualified local female-owned business, has been the incumbent contractor for similar parking management services, having been awarded previous parking management procurement contracts from UMB in 1995 and again in 2000.
3. After requesting best and final offers (BAFOs) in a predicate incomplete procurement in 2005, namely, RFP #84920SQ, UMB initially recommended award of a similar contract for parking management services to Penn, submitting that recommendation to the Board of Public Works (BPW) for approval on its April 27, 2005 Agenda.
4. When one of the competing bidders for the 2005 contract claimed unfair prejudice in favor of Penn, UMB cancelled the planned award to Penn under that solicitation and announced that it would instead issue a new RFP in order to address the post-determination pre-award complaint from a competing bidder about unfair bidding advantage being afforded the incumbent.
5. Penn objected to the cancellation of the initially proposed award, complaining of prejudice to it by virtue of the 2005 pre-award publication of the amounts of competing bids, but Penn did not note a formal appeal to

UMB's determination to re-bid the contract, based upon Penn's reliance at that time upon UMB's oral assurance that it would "protect" Penn Parking in the subsequent procurement and UMB's written assurance to "take measures designed to avoid any prejudice to Penn" "so that an 'auction' situation is avoided."

6. The solicitation from which the instant appeal is based, UMB's new Request for Competitive Sealed Proposals for parking management services, RFP #85157, issued January 10, 2006, materially modified the earlier procurement with the two-fold intent to address the objection from a complaining competitor not to afford a bidding advantage to the incumbent and also to resolve Penn's concerns that the initial pre-award publication of the amount of competing bids would create an auction scenario in the subsequent bid submission.
7. Among the material changes incorporated in the 2006 RFP as compared to the 2005 RFP were increased labor hours, addition of positions and increases in the minimum hourly wage rate, among other changes.
8. The 2006 RFP advised bidders that technical merit would be given greater weight than cost consideration factors in UMB's evaluation of proposals.
9. UMB ultimately divided the consideration factors' weight differential as 60% technical and 40% financial, bidders having been advised in advance of bid submission on this point that "[r]anking of the Price Proposal will be combined with the corresponding total technical score to determine a final rating for each proposal."
10. The 2006 RFP specifically stated among other items that "[c]ontract award will be made to the offeror whose proposal is determined by the procurement officer to be most advantageous to the State," that UMB "reserves the right to award a contract based upon the proposals

received without further negotiations,” and that “[v]endors should therefore not rely on having a chance during negotiations to change their offer.”

11. In accordance with the RFP, a pre-proposal conference was conducted on January 25, 2006 with a deadline for questions of January 26, 2006.
12. No one on behalf of Penn raised or put forward any question, issue, objection or protest to the RFP in either the pre-proposal conference nor by subsequent written communication prior to bid evaluation.
13. On or before the February 14, 2006 deadline for submission, technical proposals were received from five (5) vendors, all of which were evaluated and determined to be fully responsive to the RFP.
14. Penn was ranked first by UMB’s comparative evaluation of the five (5) technical proposals submitted while Standard Parking (Standard) ranked second.
15. On or before April 7, 2006, price proposals were received from all five (5) vendors.
16. In comparative evaluation of price proposals, Penn ranked last among the five (5) vendors bidding on the contract, bidding a price of \$896,139 more than the low bidder.
17. The independent and combined rankings of technical and financial proposals of the bidders were as follows, listed in order of most favorable to least favorable:

<u>Proposal</u>	<u>Technical Points</u>	<u>Price Points</u>	<u>Price Bid</u>	<u>Overall Score</u>
Standard	438	315	\$4,933,551	753
Penn	469	272	\$5,698,051	741
Chesapeake	417	316	\$4,906,368	733
LAZ/PMS	401	295	\$5,261,557	696
Impark	372	323	\$4,801,912	695

18. Although Penn received the highest technical ranking of the five (5) bidders, achieving an extraordinary near-perfect score, the price that Penn bid in the 2006 Request for Competitive Sealed Proposals was \$764,500 more than the bid submitted by Standard and \$1,294,139 higher than its own bid for parking management services submitted in response to UMB's Request for Competitive Sealed Proposals the prior year.
19. UMB's procurement officer elected not to request BAFOs in 2006, in part because second ranked overall Penn's bid was so much higher than first ranked overall Standard's bid that the procurement officer did not foresee that Penn would possibly lower its bid by such an exorbitant amount as to render it competitive with Standard's price.
20. After evaluating and ranking all proposals, UMB's procurement officer determined that the proposal submitted by Standard was the most advantageous and on April 18, 2006, issued a Notice of Recommended Award to Standard, reasoning:
 - a. Standard's overall weighted score of technical and financial factors ranked Standard first ahead of Penn, which finished second;
 - b. Standard's price was reasonable as evidenced by the sufficiency of competition and Standard's proposal falling within the tight grouping of financial proposals of four (4) of the bids; and
 - c. At more than \$750,000 more than Standard's price, Penn's financial proposal was excessive.
21. After issuance of the notice of recommended award to Standard, UMB on or about May 5, 2006 made recommendation to BPW for approval of award of the contract for parking management services to Standard, including in its recommendation full disclosure of the overall weighted scores, rankings and pricing of all proposing vendors,

which BPW Agenda Item was subsequently withdrawn by UMB due to the filing of Penn's formal protests and appeals referenced below, suspending BPW consideration of the contract pending this Board's decision on the instant appeals.

22. Penn filed its first protest on April 24, 2006 challenging the recommended award and asserting three (3) bases of protest: (1) that the disclosure of prices from the 2005 cancelled BPW Agenda Item resulted in an auction scenario, (2) the lack of a stated MBE participation sub-goal, and (3) that UMB did not request BAFOs as it had done with the RFP of the prior year.
23. On May 5, 2006, the procurement officer issued a decision denying the aforementioned protest.
24. On May 12, 2006, Penn filed its second protest, asserting that UMB should have requested BAFOs offering Penn the opportunity of reducing the price of its bid.
25. On May 15, 2006, the procurement officer issued a final decision denying Penn's second protest, explaining:

"the University is not required to request BAFOs in all RFPs. In fact, the RFP clearly advised proposers, in at least two places, that the University reserved the right to make an award without any further negotiations (Sec. 0200 B.5 and Sec. 0400 C.5). As stated, the RFP encouraged all proposers to submit their best proposals in their original response to the RFP. Those proposers that submitted original proposals in hopes that they would later be able to submit BAFOs, did so at their own peril."

and

"BAFOs permit offerors to revise their initial proposals only when, in the discretion of the Procurement Officer, it is considered to be in the best interest of the University. ...the

Procurement Officer made a reasonable determination that Standard's proposal represented the best overall value to the University and that it was not necessary to request best and final offers."

26. On or about May 22, 2006, Penn filed before this Board a timely Notice of Appeal from the procurement officer's decisions issued on May 12 and May 15, 2006.
27. On June 6, 2006, Penn reported to the procurement officer a typographical error in the subject RFP, namely, that Appendix H contained in Addendum #2 to the RFP indicated 36 employees working at a wage of \$8.90 per hour, when the correct number was only 3, an error which had not previously been noted and which only incumbent Penn may have been able to determine among the five (5) bidders, causing Penn to speculate that its competitors may have incorrectly prepared their staffing plans falsely assuming a high concentration of part-time employees thereby lowering their contract performance overhead by avoiding the necessity of incurring the cost of health and welfare benefits, though no evidence was adduced in this appeal to support that suspicion.
28. Notwithstanding the typographical error of "36" instead of "3" buried in Appendix H in Addendum #2 to the RFP, arguably implying a total employee pool of 95 rather than the correct figure of 62, the defined scope of the RFP accurately disclosed, "[t]he current work force consists of a Resident Manager, Assistant Resident Manager, six supervisors and a mix of approximately fifty cashiers, facility attendants and lot and garage checkers." (RFP Page 4, Section 100(B).)
29. In response to Penn's June 6, 2006 notice of the typographical error in Appendix H, UMB's procurement officer considered alternative courses of action and

reasonably determined not simply to ignore the late disclosed error nor to re-bid the subject RFP yet again, but instead, to request only what he referred to as a "limited BAFO" issued for the narrow purpose of assuring that no bidder detrimentally relied upon the erroneous information in calculating bid pricing.

30. In order to accomplish this, the procurement officer pointed out to all bidders the typographical error in Appendix H of Addendum #2 and requested that each bidder either reconfirm its price or modify its price only as specifically warranted by the corrected information and in particular, on June 9, 2006, the procurement officer promulgated to all five (5) responsive bidders a certain Addendum #7, in which UMB: (1) rescinded the recommended award, (2) disclosed the error, and (3) re-opened the procurement only for the limited purpose of allowing bidders that could demonstrate reliance upon the error to adjust their financial proposals accordingly, either higher or lower.
31. The aforementioned request expressly limited allowable revisions to financial proposals by requiring that vendors confirm their original financial proposal or "include a detailed calculation of the original price proposal, the detailed calculation of the BAFO price and an explanation of how the information supplied in the revised Appendix H impacted or affected the change in price."
32. In response to the request for "limited BAFO," three (3) of the vendors bidding for this contract, namely, Standard, LAZ/PMS Parking (LAZ/PMS), and Impark, Inc. (Impark) reconfirmed unmodified prices.
33. Another of the vendors, Chesapeake, submitted a responsive "limited BAFO" setting forth a decrease in overall price due to reduced costs associated with fewer

- uniforms and cheaper insurance and bond expenses occasioned for fewer employees.
34. Penn's response to UMB's June 6, 2006 request ignored the restrictions set forth therein and simply made a wholesale reduction in Penn's price by the amount of \$400,000, accompanying the price change with a statement that protested the stated limitations on price modification.
 35. By decision of the procurement officer dated June 23, 2006, UMB rejected the BAFO submitted by Penn because it did not comply with the express requirements of the "limited BAFO" request to show that Penn had relied upon the error in Appendix H and explain how such reliance justified changing its financial proposal.
 36. The aforementioned decision by the UMB procurement officer also rejected Penn's objection to the limitations set forth in UMB's June 6, 2006 request for "limited BAFO."
 37. The original proposals of Standard, Penn, LAZ/PMS, and Impark and the re-scored proposal of Chesapeake were then again considered by UMB, as a result of which Standard remained ranked as the top firm.
 38. As a consequence of the final evaluation process more fully set forth above, on June 23, 2006 the procurement officer re-recommended award of the contract to Standard.
 39. Penn's initial price was \$764,500 more than Standard's and even if the procurement officer had permitted Penn's unilateral attempt to submit a BAFO with a \$400,000 reduction in price, Penn's price would still have been far higher than any other bidder and higher than Standard's bid by the sum of \$364,500.
 40. On or about June 30, 2006, Penn filed before this Board a second Notice of Appeal from the procurement officer's final determination rejecting Penn's BAFO as non-

responsive and denying the challenge to UMB's request for "limited BAFOs," which appeals have been consolidated for consideration and determination by this Board.

Decision

This Board empathizes with appellant's basis for appeal. Penn is a proven and experienced female-owned local Maryland firm disappointed at the loss of a key contract in competition to a comparatively large corporation without home-grown origin or commitment. For more than a decade Penn has held the contract for parking management services here desired by UMB for continuation in the future. Importantly, Penn has done an exemplary job of contract performance throughout the course of its excellent longstanding work.

But the task of this Board is not to subvert controlling law or agency discretion in order to favor a particular firm, albeit a meritorious one. Nor is it for this Board to substitute its judgment for that of the procurement officer for the agency responsible for administering the contract. Delmarva Community Services, Inc., MSBCA 2302, 5 MSBCA ¶ 523 (2002); Transit Casualty Company, MSBCA 1260, 2 MSBCA ¶ 119 (1985); Beilers Crop Service, MSBCA 1066, 1 MSBCA ¶25 (1982). This Board is constrained in the prerogative it may undertake in its oversight of contract decisions that are governed by law, regulation and precedent establishing due deference to the procurement decision making discretion enjoyed by public agencies. ACS State Healthcare, LLC, MSBCA 2474, _____ MSBCA ¶ _____ (2005); Eisner Communications, Inc., MSBCA 2438, 2442 & 2445, _____ MSBCA ¶ _____ (2005). Among the important objectives of the directives controlling this Board are the goals of assuring that private vendors entering into contracts with the State are treated as fairly and equally as possible, that Maryland taxpayers receive the best value for their payment of costs incurred and in

addition, that the contracting entities ultimately responsible for managing private vendors are afforded due deference in their selection of the post-award contractors they must later manage, pay, and rely upon. Klein's of Aberdeen, MSBCA 1773, 4 MSBCA ¶ 354 (1994); Baltimore Industrial Medical Center, Inc., MSBCA 1815, 4 MSBCA ¶ 368 (1994); R&E Consolidation Services, Inc., MSBCA 1375, 2 MSBCA ¶ 187 (1988).

UMB's 2005 decision to rescind the recommendation of award of the contract for parking management services to Penn and to re-bid the contract is not before this Board. Penn did not formally file a timely appeal in protest over that long past decision. Initial Healthcare, Inc., MSBCA 2267, 5 MSBCA ¶ 512 (2002); Reliable Reproduction Supply, Inc., MSBCA 2232, 5 MSBCA ¶ 495 (2001); Scanna MSC, Inc., MSBCA 2096, 5 MSBCA ¶ 452 (1998); James F. Knott Construction Co., Inc., MSBCA 2437, 6 MSBCA ¶ 555 (2004). Similarly, Penn filed no timely objection to the contract specifications or method of UMB's 2006 RFP, including the change in scope of services included therein as compared to the 2005 procurement request. Therefore it may not protest the content of the RFP now. B&M Supermarket, MSBCA 1758, 4 MSBCA ¶ 341 (1993); Service America Corporation, MSBCA 1606, 3 MSBCA ¶ 292 (1992); Neoplan USA Corporation, MSBCA 1186 and 1202, 1 MSBCA ¶ 84 (1984). In simplistic expression, appellant's principal complaint to this Board is Penn's surprise that UMB did not elect to request a BAFO, as it had done in 2005. But the selection process did not require UMB to solicit a BAFO from vendors. UMB had and has no legal obligation to request BAFOs, as bidders were specifically and repeatedly advised by the terms of the RFP.

Penn understandably feels that it was prejudiced by the 2005 public disclosure of its pricing in that proposal, as speculated by appellant to have been the cause of all of the vendors submitting lower prices in the prior bid; but in fact, the only dispositive evidence on this point supports the assertion that Standard did not even know Penn's '05 price when Standard, a

large international firm, bid for this contract in 2006. In any event, that issue is not before this Board. Likewise, Penn does not challenge the evaluation process employed by UMB, except for UMB's ultimate decision to allow only what UMB's procurement officer calls a "limited BAFO" under the circumstances brought to the attention of UMB by Penn which justified requiring confirmation or correction of bids, an opportunity which was extended equally to every bidder.

When Penn pointed out in June 2006 the typographical error in Appendix H of Addendum #2, after the initial determination to award the contract to Standard, the procurement officer for UMB was presented with a Hobson's choice. If he had done nothing, he would have faced the possibility of a well-founded post-award contract claim from a successful bidder who may have detrimentally relied upon the error. He also would have been confronted with the possibility of well-founded pre-award protests from similarly situated unsuccessful bidders who may have detrimentally relied upon the error. Asking bidders only to reconfirm their prices would have eliminated the risk of a post-award claim, but would not have addressed the potentially legitimate protests of unsuccessful bidders. An unlimited BAFO, as desired by Penn, would have created the very "auction scenario" to which Penn objects so vigorously, because final bids would have been permitted after public disclosure of bidders' technical and price rankings and amounts. The procurement officer could have elected to re-write and re-bid the contract again, but he would then have doubly faced the very objection raised here by Penn, namely the creation of an auction from multiple disclosures of bid amounts. The procurement officer most certainly could not have allowed a BAFO from only one of the vendors. To have considered Penn's BAFO alone would have been patently improper.

After carefully considering the options, the procurement officer confronting this dilemma ultimately determined to employ

what he characterized and referred to as a "limited BAFO" as the preferred recourse because it minimized the possibility of a legitimate contract claim or protests while fairly affording any offeror which had detrimentally relied upon the error in Appendix H to correct its price. That option simultaneously avoided the untenable inequity of the "auction scenario" that would otherwise have resulted from permitting unlimited BAFOs after disclosure of competing bid prices. This was a reasonable determination fairly made by UMB's procurement officer. Under the circumstances here presented of selecting from imperfect alternatives, the procurement officer reasonably opted for the least offensive course of action as the option he deemed best. In contrast, the use of an unlimited BAFO as unilaterally attempted by Penn would have been directly contrary and highly offensive to acceptable procurement principles. Offerors cannot be permitted to amend bid prices after disclosure of the amounts of competitors' bids.

Procurement authority employed by the University System of Maryland, including UMB, is governed by the *University System of Maryland Procurement Policies and Procedures* (UPPP), adopted pursuant to §11-203(e) of the *State Finance and Procurement Article* of the *Maryland Annotated Code*. The UPPP in many respects mirrors other Maryland State procurement statutes, regulations and policies but applies to University procurements only. This Board notes that neither the UPPP nor Title 21 of the Code of Maryland Regulations (COMAR) provides in particularity for the use of a request for "limited BAFO," though requests for unlimited BAFOs are specifically permitted by both UPPP § V(C) (11) and by COMAR §21.05.03.03D.

The relevant UPPP section provides as follows:

11. Best and Final Offers

- (a) When the Procurement Officer determines it is in the best interest of the University, proposors may be permitted to revise their proposals by submitting a best and final offer or series of best and final offers.

- (b) The Procurement Officer shall establish a due date and time for best and final offers.
- (c) A proposer's previous offer shall be deemed final unless a new best and final offer is submitted as requested."

Included in the absolute discretion of procurement officers to request or not to request a BAFO is the express limitation that BAFOs are appropriate only when the procurement officer determines, in his or her sole discretion, that the decision to request BAFOs is in the University's best interest. An additional implicit limitation upon a request for ordinary BAFOs is that they may only be employed prior to public disclosure of bid amounts and rankings. To permit an unlimited BAFO after public notice of competitive bidders' price and technical rankings would create precisely the "auction scenario" which is prohibited in public procurement and central to Appellant's complaints herein.

In this appeal Penn argues that it was impermissibly prejudiced in 2006 by the creation of an "auction scenario" because of disclosure of its successful 2005 bid in response to a similar RFP; but Penn simultaneously contends that it should have been permitted to make an unrestricted BAFO in 2006 following disclosure of bid rankings and preliminary award determination. This internally inconsistent argument cannot stand. The procurement officer enjoyed unfettered discretion in determining whether or not to request BAFOs. Bidders were expressly notified and cautioned by the express language of the RFP as follows:

"Section 200(B)(5): The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer. ...

Section 400(C)(5.2): The University reserves the right to make an award with or without negotiations."

In this instance the procurement officer fairly and fully

evaluated the competing bid proposals and determined not to request BAFOs. UMB was not and is not mandated to request BAFOs from offerors, an option legally available but reserved solely to the sound discretion of the procurement officer, who exercised such discretion in this instance and determined not to request or permit a BAFO from any of the bidders.

Penn, which finished first in the technical ranking, makes no contention that UMB's technical evaluation was improper. The far more objective component of the vendors' submissions was each bidder's financial proposal, according to which Penn stated a charge of more than three-quarters of a million dollars more than Standard, a competing vendor which also scored extremely well in the technical component of the evaluation, though admittedly not quite as well as Penn. The cost differential between the top two (2) bidders represented a variation of over 15%. Under the circumstances of such a significant difference in price, UMB's procurement officer made a reasonable determination not to request BAFOs. Penn's ultimate attempt to reduce its cost by \$400,000 in order to charge only \$364,500 more than its close highly ranked competition only serves to reaffirm the correctness of the procurement officer's decision not to request BAFOs. Penn should have stated its best price in its original proposal and had no justifiable right to rely upon the potential of improving its standing in response to a potential BAFO request which never came, and which could not under any circumstances have been extended to only one of the bidders. This Board can only speculate that Penn's attempt at the late juncture of its unauthorized BAFO submission was merely for the purpose of scuttling the procurement, which it should not be permitted to accomplish to its unfair gain, both by retaining present parking management services through incumbent contract extension as well as securing a third "bite at the apple" in a prospective subsequent competitive procurement for parking services.

Though Penn is an outstanding Maryland firm deserving of

commendation for its past service to UMB, in the instant solicitation Penn made a deliberate business decision to throw its bidding effort almost entirely to dominance on the technical side of the evaluation. Their effort in that regard was fruitful and was accurately reflected when Penn achieved an extraordinary 96% in the technical evaluation, receiving 469 out of a total of 485 points available. (Standard, by comparison, received 438 technical points, or a ranking of a little over 90%.) Penn almost surely would have secured the new contract for parking management services at UMB had Penn's price been competitive. But Penn's price was not competitive. Unfortunately, Penn simply priced itself out of competition. (Penn received a ranking of only 272 out of a total of 323 points for its price proposal, equivalent to a score of about 71%; while Standard received 315 points, or a score of over 97% on its financial proposal.) To sum, expressed in academic analogy of a grading system ranking of "A" thru "F," Penn ranked a solid "A" in technical, but just barely into the "C" range in financial comparison; while Standard ranked two "A" grades.

Against the backdrop of a contract worth approximately \$5 million, the procurement officer did not act arbitrarily or capriciously in deciding that the expenditure of an extra three-quarters of a million dollars was not justified to obtain the potentially superior parking management services of Penn as compared to the much lower cost of parking management services offered by Standard, anticipated by the technical ranking also to be excellent, though not quite equivalent to Penn's expected level of excellence. Moreover, UMB's procurement officer exercised fair and reasonable judgment in rendering his decision and acted within the scope of his discretion, which will not be overturned by this Board. Accordingly, the appeal is denied.

Wherefore, it is Ordered this day of November, 2006 that the above-captioned appeal is denied.

Dated:

Dana Lee Dembrow
Board Member

I Concur:

Michael J. Collins
Board Member

Certification

COMAR 21.10.01.02 **Judicial Review.**

A decision of the Appeals Board is subject to judicial review in accordance with the provisions of the Administrative Procedure Act governing cases.

Annotated Code of MD Rule 7-203 **Time for Filing Action.**

(a) Generally. - Except as otherwise provided in this Rule or by statute, a petition for judicial review shall be filed within 30 days after the latest of:

- (1) the date of the order or action of which review is sought;
- (2) the date the administrative agency sent notice of the order or action to the petitioner, if notice was required by law to be sent to the petitioner; or
- (3) the date the petitioner received notice of the agency's order or action, if notice was required by law to be received by the petitioner.

(b) Petition by Other Party. - If one party files a timely petition, any other person may file a petition within 10 days after the date the agency mailed notice of the filing of the first petition, or within the period set forth in section (a), whichever is later.

* * *

I certify that the foregoing is a true copy of the Maryland State Board of Contract Appeals decision in MSBCA 2540 and 2552, appeals of Penn Parking, Inc. under University of Maryland RFP-85157.

Dated:

Michael L. Carnahan
Deputy Clerk