BEFORE THE
MARYLAND STATE BOARD OF CONTRACT APPEALS

In the Appeal of	)
Netorian, Limited Liability Company	)
	)
	) **Docket No. MSBCA 3028**
Under COM Task Order RFP No.	)
E00B6400091	)
	)
Appearance for Appellant:	**Ralph Harrison Smith, III , Esq.** **Jon D. Levin, Esq.*** **Maynard, Cooper & Gale, PC** **Birmingham, Alabama** ***Specially Admitted Per Md. Rule 19-214**
Appearance for Respondent:	**Brian L. Oliner, Esq.** **Assistant Attorney General** **Baltimore, Maryland**

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OPINION BY CHAIRMAN BEAM

The Respondent, Comptroller of Maryland ("COM"), seeks to dismiss the appeal filed by Appellant, Netorian, Limited Liability Company ("Netorian"), on the grounds that the Board does not have jurisdiction to hear this appeal because (1) Appellant cannot protest the award of a task order ("TO") issued under a Request for Proposal ("RFP") by the COM pursuant to a master contract with the Department of Information Technology ("DoIT") because a TO is neither a contract nor a procurement contract subject to review and protest by the procuring unit or agency, (2) there is no Procurement Officer's decision and final agency action from which an appeal can be taken, and (3) even if Appellant could protest a TO award and there was a final agency action, its protest was untimely filed.

Factual Background

On July 2, 2012, DoIT issued Request for Proposals 060B2490023, Consulting and Technical Services+ ("CATS+") to procure information technology ("IT") consulting and technical services for the State of Maryland (the "RFP"). The RFP and the resulting CATS+ "master contracts" between the State and qualified offerors represent the first step in a two-step procurement process created by the Legislature to streamline the process for procuring IT services. In the second step, a unit or agency may issue "task orders" ("TOs"), whereby a secondary level of competition occurs among the master contractors selected by DoIT in the first step of the process.

On April 3, 2013, Netorian and several other offerors, including Business Solutions Group, Inc. ("BSGI"), were awarded master contracts, which were approved by the Board of Public Works. The RFP made clear that specific TO Requests for Proposals ("TORFPs") would be issued as needed during the term of the master contracts so that eligible master contractors could compete to provide IT services requested by a unit or agency.

On September 15, 2016, Respondent issued TORFP E00B6400091 seeking IT consulting and technical services under the CATS+ master contracts awarded under the RFP. On October 4, 2016, a pre-proposal conference was held, at which Mike Balderson was identified as the Procurement Officer ("PO") for the TORFP.[1] Following the conference, Respondent sent an email to all eligible master contractors, including Appellant and BSGI, which summarized the conference and identified approximately 22 people/contractors who attended the conference, including Yelena Madorsky and Mark Conrad of BSGI.

[1] Appellant elected not to attend the conference.

On March 2, 2017, Respondent's PO notified the four eligible master contractors, including Appellant, that the Evaluation Committee "overwhelmingly ranked [BSGI] most advantageous to the State" and had awarded the TO to BSGI in the amount of $12,460,028.48. On the same day, March 2, 2017, Appellant requested a debriefing. On March 3, 2017, the PO provided a chart showing the ranking results of each of the four master contractors, which reflected that BSGI received a technical ranking of No. 1 and a financial ranking of No. 2, with an overall ranking of No. 1. Appellant received a technical ranking of No. 4 and a financial ranking of No. 1, with an overall ranking of No. 4. On March 7, 2017, the PO conducted a debriefing.

On March 14, 2017, Appellant sent an 11-page letter (excluding exhibits) to the PO protesting the award to BSGI on several grounds: (1) that the technical evaluation was "not performed with the appropriate level of technical scrutiny and with the appropriate level of diligence...[and] contained inaccurately assessed factors [that] would have increased [Appellant's] technical score close to and possibly higher than the technical score of Awardee;" (2) that the Evaluation Committee had made an "[i]mproper best value decision;" (3) that BSGI did not meet the minimum requirements for a responsive proposal; (4) that BSGI is not a properly certified MBE; and (5) that BSGI is an "inactive corporation which is not in good standing" with the State of Maryland.

On March 17, 2017, the PO sent an email to Appellant referencing an attachment thereto. The attachment was a letter written to Appellant by Ken Smith, Respondent's Director of the Office of Administration and Finance, which stated that there was "no legal authority or basis" under Maryland law for a master contractor to protest an award issued under a TORPF, contending that "[t]his matter did not arise from the solicitation or award of a procurement contract with this

office." Respondent further advised Appellant to contact DoIT if it had any questions regarding the underlying contract.

On March 27, 2017, Appellant filed a 20-page Notice of Appeal, contesting the dismissal of its protest on the grounds that the dismissal "runs contrary to the plain language of the applicable statute and regulation and was therefore arbitrary, capricious, and unsupported by Maryland procurement law."

Decision

Is a Task Order award under a CATS+ master contract a "procurement contract"?

In determining whether this Board has jurisdiction to hear this appeal, the Board must first answer the legal question of whether a TO is a "procurement contract," as that term is defined under Maryland law.[2] Respondent offers no affirmative legal authority to support its assertion that the TO at issue here was not a "procurement contract" that is subject to protest. Instead, Respondent contends that "[n]owhere in Subtitle 4 is a task order referred to as a contract; the word 'contract' appears in Subtitle 4 only in the description of the process that occurs in the first step."[3] According to Respondent, because "neither 'procurement contract' nor 'contract' is used in Subtitle 4 to describe a task order, the definitions of 'procurement contract' and 'contract' that

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[2] In making the determination of whether this Board has jurisdiction on these grounds, we bear in mind the Court of Appeals' decision in *State v. Maryland State Board of Contract Appeals*, 364 Md. 446 (2001), wherein the Court considered whether the parties were entitled to a judicial determination of whether the subject contract was a "procurement contract" prior to a final determination of the issue by the Board of Contract Appeals. There, the State argued that this Board was without jurisdiction to make such a determination. The Court disagreed, stating that:

> [w]hile it may or may not technically be a "procurement contract" within the meaning of the state procurement law, the issue is obviously a reasonably debatable one. As the agency charged with making final administrative adjudications under the procurement law, the Board of Contract Appeals' determination of the issue, embodied in a final decision by the Board, would be helpful prior to a judicial resolution of the issue. This is clearly not a situation where the Board of Contract Appeals is "palpably without jurisdiction."

[3] "Subtitle 4" refers to the streamlined process for procurement of IT services as set forth in Division II, Subtitle 4 of the State Finance and Procurement ("S.F.P.") Article. *See*, MD. CODE ANN., S.F.P.§13-401-02.

[Appellant] cites have absolutely no relevance here." Respondent further contends that Appellant's assertion that task orders are not listed as an exception to the definition of "procurement contract" is also irrelevant. Respondent concludes that because the term "task order" is not specifically defined, a TO is not a "contract" or a "procurement contract" and, therefore, the award of a TO cannot be protested. To summarize, Respondent asserts that (1) the Legislature's silence in not expressly defining a TO as a contract means a TO is not a contract and, (2), the Legislature's silence in not expressly defining it as a "procurement contract" means it cannot be protested. We address each of these contentions in turn.

Division II of the State Finance and Procurement (S.F.P.) Article sets forth the applicable law governing the procurement process and defines the term "procurement" as including "the process of...buying or otherwise obtaining supplies [or] services...." MD CODE ANN., STATE FIN. & PROC. ("S.F.P."), §11-101(m)(1). The term "contract" is defined as an "agreement...in writing...entered into by a procurement agency for the lease as lessee of real or personal property or the acquisition of supplies, services, construction, constructed-related services, architectural services, or engineering services." COMAR 21.01.02.01(25). The term "procurement contract" is broadly defined as "an agreement in any form entered into by a unit for procurement."[4] MD CODE ANN., S.F.P., §11-101(n)(1). *See also*, COMAR 21.01.02.01B(66-1).

Respondent's contention that a TO award is not a contract, much less a procurement contract, is flagrantly belied by the clear and unequivocal language of its own documents. The

[4] §11-101(n)(2) sets forth exclusions to a procurement contract, including (i) a collective bargaining agreement with an employee organization; (ii) an agreement with a contractual employee, as defined in §1-101(d) of the State Personnel and Pensions Article; (iii) a Medicaid, Judicare, or similar reimbursement contract for which law sets (1) user or recipient eligibility; and (2) price payable by the State; (iv) a Medicaid contract with a managed care organization, as defined in §15-101(e) of the Health-General Article as to which regulations adopted by the Department establish (1) recipient eligibility, (2) minimum qualification for managed care organizations, and (3) criteria for enrolling recipients in managed care organizations. None of these exclusions are applicable here.

TORPF issued by Respondent expressly defines a Task Order Agreement as "[t]he **contract** awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3" (emphasis added). *See*, Exhibit A, p. 15 of Appellant's Notice of Appeal. Attachment 3 is titled "Attachment 3 Task Order Agreement" and is a three-page standard form contract that incorporates the terms and conditions of the master contract. It includes a definitions section, which defines "TO Agreement" as "this signed TO Agreement between [Respondent] and TO Contractor." It is intended to be signed by the master contractor selected for the TO award and the Respondent's PO, Mike Balderson, in his representative capacity on behalf of Respondent, Comptroller of Maryland. The contract must also be approved by an Assistant Attorney General. Given the broad definitions set forth in Subtitle 4 of the S.F.P. Article, together with Respondent's own documents, we are hard pressed not to conclude that a written agreement for the procurement of IT services is a procurement contract.

Is a TO Award Subject to Protest?

Having determined that a TO award is a procurement contract, we next address the issue of whether a TO award may be protested. Section 11-202 of the S.F.P. Article provides that "[e]xcept as otherwise expressly provided by law," the General Procurement Law applies in a variety of procurement contexts, including "each expenditure by a unit under a procurement contract" as well as "each procurement by a unit on behalf of another unit, governmental agency, or other entity." Section 11-203 enumerates the exclusions to procurement law, none of which are applicable here. Thus, absent an express exclusion, the procurement of IT services by Respondent under a master procurement contract with DoIT is subject to the General Procurement Law, including the streamlined procurement process set forth in MD. CODE ANN., S.F.P. §13-401-02.

This streamlined procurement process occurs in two steps. Under the first step, DoIT issues an RFP, and an evaluation committee reviews the proposals submitted and selects any number of proposed awardees from among the entire field of qualified candidates that submitted both responsive and responsible proposals. The PO notifies the proposed awardees and enters into a contract (*i.e.*, a "procurement contact") with each of them, subject to approval by the Board of Public Works ("BPW"). *See*, MD. CODE ANN., S.F.P. §13-401-02. This first step in the streamlined procurement process is no different from the standard procurement process.

Under the second step of the process, any unit or agency that desires IT services must conduct its own procurement process, which is "streamlined" because the field of qualified candidates is only those that have entered into a master contract with DoIT (*i.e.*, the "master contractors"). *See*, MD. CODE ANN., S.F.P. §13-401-02. The unit or agency desiring IT services issues a TORFP (which specifies the type of IT services needed) only to the master contractors, the master contractors then submit TO proposals to the agency or unit that issued the TORFP, and the unit or agency's PO and evaluation committee evaluate the TO proposals and select the TO awardee. At the end of the second step of the procurement process, a written agreement is executed between the unit or agency that issued the TORFP and the master contractor selected for award. Unlike a master contract, a TO is not subject to approval by the BPW.

In enacting this streamlined procurement process for IT services, the Legislature did not expressly carve out any exceptions in the General Procurement Law or otherwise exempt this streamlined process from the General Procurement Law. If the Legislature had intended to shield the evaluation of TO proposals and the awarding of TOs from the scrutiny expressly provided for and inherent in the general procurement process, it would have clearly stated so. It did not. If we were to adopt Respondent's contention, nothing would prevent an agency or unit from improperly

sole-sourcing a master contractor for IT services because there would be no review process to ensure fairness and compliance with the General Procurement Law, and no remedy available for other aggrieved master contractors that were not selected for TO award. We do not believe that this was the Legislature's intent and that bypassing the procurement review process would clearly contravene the purposes and goals of the General Procurement Law set forth in MD. CODE ANN., S.F.P. §11-201(a).

Respondent argues that the TO award may not be protested because "this matter did not arise from the solicitation or award of a procurement contract with this office." Presumably, Respondent referred Appellant to DoIT under the erroneous belief that (1) a TO award is not a procurement contract subject to protest, and (2) because DoIT holds the master contract, it is the agency responsible for responding to protests.[5] We disagree. The conduct complained of by Appellant was performed by the procuring unit for the IT services, which is the same procuring unit that issued the TORFP, the same procuring unit that evaluated the TO proposals, the same procuring unit that selected the master contractor for TO award, and the same procuring unit that signed the procurement contract. Respondent sought the IT services, Respondent issued the TORFP, Respondent evaluated the TO proposals, Respondent selected the TO awardee, and Respondent issued the TO award. Respondent cannot reasonably pass the buck and refer Appellant to DoIT to address a TO protest, when DoIT had no involvement in the TO procurement process.

We therefore hold that the "agreement" reached at the conclusion of the two-step streamlined procurement process set forth in Subtitle 4 of the S.F.P. is a "contract" for the

[5] Interestingly, Respondent disavows responsibility for responding to Appellant's protest, yet explains that "[t]ypically, as here, the State agency that issues the TORFP makes the decision to award a task order and takes the point when a disappointed offeror registers a complaint about that award." These contradictory positions are difficult to reconcile. On the one hand, Respondent contends that a TO is not subject to protest, but on the other hand, it concedes that the TORPF issuing agency addresses such complaints. *See*, Respondent's Motion, at n.7.

procurement of IT services between the unit or agency and the master contractor. We further hold that it is a "procurement contract," as that term is defined under Maryland law, between the unit or agency seeking IT services that issued the TORFP, evaluated the TO proposals, issued the TO award, and signed the TO agreement. *See*, MD CODE ANN., S.F.P. §11-101(n)(1); COMAR 21.01.02.01(B)(66-1); COMAR 21.01.02.01(25). Because the TO procurement process and award is subject to the General Procurement Law, it is also subject to review by and protest to the procuring unit or agency, not by DoIT.

Was there a Final Agency Action by Respondent?

We must next consider whether there has been a "final agency action," which is the prerequisite to filing an appeal before this Board. Respondent correctly asserts that this Board's jurisdiction is limited to "appeals arising from the final action of a unit." MD. CODE ANN., S.F.P. §15-211(a)(1). *See also*, COMAR 21.10.07.02A. More specifically, however, §15-211(A)(1) provides that this Board "shall have jurisdiction to hear and decide all appeals arising from the final action of a unit: (1) on a protest relating to the formation of a procurement contract...." *Id.*

Respondent argues that there was no final agency action because (1) the PO did not treat Appellant's March 14, 2017 letter to Respondent as a protest, (2) the PO never responded to the protest, and (3) Respondent's March 17, 2017 letter cannot be deemed a final agency action because it failed to include mandatory language.[6] Relying on this Board's decision in *H.A. Harris Company, Inc.*, MSBCA No. 1392, 2 MSBCA ¶193 (1988), Respondent contends that a final agency action does not occur until a PO's decision on a protest is "reviewed by the procuring

[6] Respondent offers no explanation for why the PO failed to treat Appellant's protest as a protest or have it reviewed by a higher authority other than its assertion that the TO is not a procurement contract and cannot be protested, and any protest of the master procurement contract must be directed to DoIT.

agency head and the head of any principal department of which the procurement agency is a part and the reviewing authority's decision to approve, disapprove or modify the procurement officer's decision." It is this review of the PO's decision by a higher authority within the agency, and that higher authority's decision whether to accept, reject, or modify the PO's decision that constitutes a final agency action. [7]

The crux of Respondent's position is, in essence, that because the PO and its reviewing authority elected not to take any action on Appellant's protest, Appellant may not now seek redress before this Board. Put more simply, Respondent contends that Appellant cannot appeal a decision on a protest that the PO never made. In this instance and under these circumstances, we disagree. Accepting this contention as law would be to deprive a master contractor of its due process rights and a remedy under the law, and would subvert the legislative intent of the entire procurement process. A unit or agency cannot evade review and responsibility for its own improper conduct by simply refusing to address a protest and refusing to issue a final agency decision.

Under COMAR 21.10.02.09A, a "decision on a protest shall be made by the procurement officer in writing as expeditiously as possible after reviewing all relevant, requested information." In this case, Respondent failed to comply with the law. The PO failed to address the merits of the protest, failed to issue a written opinion in response to the protest, and failed to have that opinion reviewed by the appropriate reviewing authority. Respondent may not circumvent the law and avoid the procurement review process by merely failing to act upon a protest, even if those failures are the result of an erroneous interpretation of the law.

[7] Respondent cites several other decisions by this Board in support of its contention, but all of those decisions are inapposite.

Respondent characterizes its March 17, 2017 letter as merely an "informational response" that does not meet the requirements of final agency action. In support, Respondent relies on *Midtown Stationery & Office Supply Co., Inc.*, MSBCA No. 1461, 3 MSBCA ¶255, p. 8-10 (1990) for the proposition that where a PO ***reasonably*** concluded that a letter did not constitute a protest, the agency's letter in response could not be a final agency action (emphasis added). Respondent's reliance on this decision is misplaced because it is factually distinguishable.

In that case, at issue was whether a letter sent by Appellant that did not contain the word "protest" and was susceptible of being construed as either a protest or a request for information, was properly treated as a protest, and thus whether the agency's responsive letter could be deemed a final agency action. While noting that the word "protest" is not required, this Board concluded, after hearing testimony from witnesses, that because it could be construed either way, the PO was not unreasonable in concluding that the letter was not a protest. As such, the responsive letter could not be deemed a final agency action. Here, however, Appellant's protest was clearly labeled a protest, and the contents of the letter make it clear that Appellant intended to file a formal protest. It is unreasonable for Respondent to conclude otherwise.

Respondent also contends that the March 17 letter cannot be deemed a final agency action because it did not include the mandatory language under COMAR 21.10.02.09C. We find that the letter did include a description of the controversy and a statement of the decision, but did not include the notice to Appellant of its appeal rights. Respondent relies on *R. & E. Consolidation Servs., Inc.*, MSBCA No. 1375, 2 MSBCA ¶187 (1988) for the proposition that an agency's failure to notify an offeror of its appeal rights results in a "defective decision," which precludes an aggrieved party from filing an appeal. Respondent apparently misunderstands the thrust of the case, and its reliance thereon is misplaced. The issue there was whether the appeal had been timely

filed where an agency failed to give the appellant notice of its appeal rights. We concluded, in favor of appellant, that the agency's failure to include this mandatory language merely tolled the start of the appeal period. This "defect" in the purported final agency action did not serve to deprive this Board of jurisdiction to hear the appeal, as Respondent would have us believe.

Accordingly, we hereby deem the PO's March 17, 2017 email and attachment as the PO's decision on Appellant's protest, as required pursuant to COMAR 21.10.02.09A, and the letter written on March 17, 2017 by Ken Smith to be Respondent's final agency action by the Respondent's reviewing authority, as required by COMAR 21.10.02.09B. It is clear from that letter that Respondent intended to take no further action on Appellant's protest, the effect of which would rob Appellant of all redress or remedy for any improper conduct by Respondent arising under the TO procurement. Respondent's failure to comply with the law, however unintentional it may have been, cannot strip an aggrieved party of its right of review and protest under that law.

Was Appellant's Protest Timely Filed?

Respondent contends that this Board lacks jurisdiction to hear Appellant's appeal because Appellant's March 14, 2017 protest of BSGI's qualifications was filed more than seven (7) days after Appellant knew or should have known the basis for its protest. Respondent contends that Appellant should have filed its protest no later than March 9, 2017, which is seven (7) days after it was informed that it had not been selected. Respondent reasons that Appellant should have known about BSGI's alleged lack of qualifications at that time because the information relied upon regarding BSGI's qualifications was a matter of "public record and readily apparent to anyone."[8]

[8] We note the irony in the fact that Respondent now faults Appellant for failing to timely discover what Respondent failed to discover throughout the six-month TO procurement process.

COMAR 21.10.02.03B provides that "protests shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier." We have repeatedly held that in the context of a motion to dismiss, if there are facts in dispute as to when a protestor knew or should have known facts sufficient to form the basis of a complaint, we are required to resolve all doubts about timeliness in favor of the protestor. *See*, e.g., *Eisner Communications*, MSBCA Nos. 2438, 2442 & 2445 (2005); *U.K. Constr. & Mgmt.*, MSBCA No. 2733 (2011); *United Technologies Corp., and Bell Helicopter, Textron, Inc.*, MSBCA Nos. 1407 & 1409, 3 MSBCA ¶201 (1989).

We first note that the bases for the appeal are broader in scope than merely BSGI's alleged defective qualifications. Appellant's protest sets forth five (5) separate grounds, two of which were unrelated to BSGI's qualifications. Appellant protested the propriety of the evaluation of its technical proposal and subsequent ranking, as well as Respondent's "Improper Best Value Decision." Even if Respondent is correct as to when Appellant knew or should have known the basis of its protest regarding BSGI's qualifications, it could not have known sufficient facts to support these two alternative bases until the debriefing occurred on March 7, 2017. Resolving all doubt in Appellant's favor with regard to these two bases alone, we must find that the protest was timely filed.

Turning to Respondent's contention that Appellant knew or should have known about BSGI's alleged defective qualifications, Respondent argues that Appellant should have known that BSGI was one of its competitors as early as April 2013, when DoIT made the awards to the master contractors and listed them on its website.[9] At this early stage of the proceedings, it is unclear

[9] It is possible that BSGI was fully qualified and certified to provide IT services when it was awarded the master contract by DoIT, but failed to maintain those qualifications and/or certifications over time. At this early stage of the proceedings, there are insufficient facts to make such a determination.

from the evidence before us when Appellant began its investigation of BSGI's qualifications, or when it obtained the background information on BSGI set forth in detail in Appellant's protest. The troubling issue here is whether it is appropriate and reasonable, as Respondent would apparently have us believe, to expect Appellant to have conducted a full investigation of the qualifications of each potential awardee (in this case, each of the master contractors) and to have discovered any disqualifying information that would serve as the basis for its protest prior to being notified that it had not been selected for award.

We believe it is too heavy a burden to impose upon an offeror the task of investigating each of its competitors' qualifications. This task ultimately belongs to the procuring agency's or unit's evaluation committee and PO, which are charged with ensuring that its awardee(s) is fully qualified to provide the services requested and that it is in full compliance with Maryland law. In this case, assuming the truth of Appellant's allegations that BSGI was not fully qualified or certified to provide the services requested at the time of contract award as required, if the evaluation committee had done its due diligence, there would have been no basis for Appellant to complain. We must assume that Appellant did not learn about BSGI's alleged defective qualifications before the debriefing and resolve all doubt in Appellant's favor. Accordingly, we conclude at this juncture that Appellant's protest was timely filed.

Conclusion

Based on the foregoing, we find as follows: (1) that a TO award is a procurement contract that is subject to the General Procurement Law, including the review and protest process, (2) a TO protest shall be addressed by the agency or unit that procured the IT services, not by DoIT, (3) Respondent's letter dated March 14, 2017 was a protest of the TO award issued by Respondent to BSGI, (4) Respondent's email from Mike Balderson dated March 17, 2017, is deemed to be the

PO's decision on and denial of Appellant's protest; (5) Respondent's letter dated March 17, 2017 from Ken Smith to Appellant is deemed to be the final action by an agency or unit denying Appellant's protest, and (6) Appellant's protest was timely filed. Accordingly, we conclude that this Board has jurisdiction to hear Appellant's appeal.

ORDER

Respondent's Motion to Dismiss is hereby denied.

SO ORDERED this 1st day of August, 2017.

/s/
Bethamy N. Beam, Esq., Chairman

I concur:

/s/
Ann Marie Doory, Esq., Member

/s/
Michael J. Stewart Jr., Esq., 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 3028, Appeal of Netorian, Limited Liability Company, under Comptroller of Maryland Task Order RFP No. E00B6400091.

Dated: August 1, 2017

/s/
Ruth W. Foy
Deputy Clerk