

BEFORE THE
MARYLAND STATE BOARD OF CONTRACT APPEALS

Appeal of HILL'S CAPITOL SECURITY,)
INC.) Docket No.
) MSBCA 1615
Under RFP No. MAA-RFP-91-004)

February 5, 1992

Bid Protest - Jurisdiction - Contracts which meet the requirements of COMAR 21.01.03.03(B)(1)(d) are exempt from the General Procurement Law.

APPEARANCE FOR APPELLANT:

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APPEARANCE FOR RESPONDENT:

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MEMORANDUM DECISION BY MR. MALONE
ON RESPONDENT'S MOTION TO DISMISS

Appellant timely appeals from a Procurement Officer's final decision which denied its bid protest regarding the solicitation to operate and manage the public automobile parking facilities at Baltimore/Washington International Airport (BWI). Respondent contends that this Board lacks jurisdiction over this appeal pursuant to the exception which is set out in COMAR 21.01.03.03B(1)(d). Respondent also alleges that the protest was not timely.

Findings of Fact

1. On February 6, 1991, the Maryland Aviation Administration (MAA) issued a Request for Proposals (RFP) to manage and operate the public automobile parking facilities at BWI for a period of approximately five years. These facilities, owned by the MAA, were to include, at the contract's inception, Floors 1, 2, and 4 of a newly constructed Public Parking Garage, a Daily Lot, a Valet Lot, and a Satellite Lot. The Daily, Valet, and Satellite Lots are remote from the Airport Terminal. To service all parking facilities, excluding the Garage, including remote employee parking lots, and to provide transportation to and from

the BWI Amtrak/MARC Rail Station, the selected offeror is required to operate, at no charge to users, a shuttle bus service; the shuttle bus service may be operated by the contractor itself or an approved subcontractor.

Because of a requirement that the contractor acquire new shuttle buses within two years of contract inception, and the significant attendant investment, the RFP indicated that shuttle operations would be for a term of ten years if the shuttle bus operator performed satisfactorily during the first five years and that during the second five years, the shuttle bus operator would perform as a subcontractor to the follow-on contractor

2. As part of the MAA authorization to manage and operate the parking facilities, the contractor is required to use specified State-owned equipment: ticket dispensers ("spitters") at entrances, cashier booths, registers, ticket validators, fee indicators, time clocks, gates, and related equipment at exits, and a garage capacity counting system. All parking lot revenue control equipment, including initially furnished as well as replacement and additional items, remains State property that is to be maintained and repaired by the contractor. No State-owned equipment or facilities are provided for the contractor's shuttle bus operations except for office space available at the Airport for rent from the MAA. However, the MAA does provide two structures in the Valet Lot and a Parking and a Security/Administration Building for use in parking operations.

3. The MAA sets the rates charged to users of the parking facilities operated by the parking concessionaire. The MAA retains the right to change these rates at any time.

4. The contractor pays the MAA an operating fee that is based upon specified percentages of the gross revenues generated from parking fees at the various facilities or a Minimum Annual Guarantee, whichever is greater. The amount so determined is reduced by any reimbursable amounts offsets for no-charge parking (RFP, Part B, ¶N), and allowable shuttle bus services charges.

These expenses were estimated at 25% of the yearly gross revenue.¹ The shuttle bus charge is determined by the fixed in-service bus hour rates, the number of in-service bus hours, and an adjustment for the cost of fuel.

5. Under the terms of the RFP, Part "B", ¶I, the MAA agreed to provide certain revenue control equipment, at no cost to the successful contractor, for its use in the operation of the parking garage. Equipment was obtained by the MAA and titled to the MAA pursuant to its predecessor parking facilities contract with APCOA, Inc., in effect from the summer of 1985 through the summer of 1991. In accordance with the terms of that predecessor contract, APCOA, Inc. initially obtained the revenue control equipment and was allowed to deduct this cost from the amount due to the MAA in the monthly portion of the Minimum Annual Guarantee.

6. The MAA is solely responsible for the payment of water, sewer, natural gas, and electric services for all of the public parking facilities (except for electric services to two structures in the valet lot), in accordance with the RFP, Part "B", ¶Y. MAA obtains and pays for these services with State funds under separate contracts.

7. Part "B" ¶M.8. of the RFP provides that in the course of administering the Contract, personnel in the MAA's Office of Business Administration are responsible for receiving, holding tickets in custody, recording serial numbers, recording date of withdrawal, and dispensing the parking facility tickets. The salary of these state employees and any incidental expenses associated with these activities are borne solely by the MAA and paid with State funds. The cost of the tickets themselves is borne by the parking facilities contractor.

8. Pursuant to the Contract, the MAA will upgrade the existing revenue collection equipment with on-line communication

¹ Yearly gross revenue was estimated as being over \$14 million.

capabilities and automation equipment, to be titled to the MAA. The Contractor is required to propose the schedule and costs within 120 days of contract execution. Telephone operating costs incurred to connect and link the upgraded revenue collection equipment will also be paid by the MAA through the reimbursement procedure.

9. Pursuant to the contract, the MAA will pay the service and material cost of various facility maintenance and housekeeping requirements through the reimbursement procedure. The MAA has the option of performing the maintenance services itself or requiring the Contractor to perform them, then allowing reimbursement through a deduction from the monthly portion of the Operation Fee. The following expenditures will be made by the MAA either directly or indirectly:

1. Replacement of fences;
2. Lot-wide resealing, repaving, repairing and associated restriping on an annual basis;
3. Major structural repairs to the garage;
4. Garage structural repairs due to use by patrons;
5. All plumbing and electrical repairs to public parking lot facilities;
6. All landscaping adjacent to garage and within lot fences, including trash removal;
7. Cleaning of all glass surfaces quarterly;
8. Elevator maintenance other than daily cleaning;
9. Repair of all utility services and systems, electrical equipment, fixtures and exterior lot and garage lighting;
10. Maintenance and replacement of garage fire extinguishers;
11. Maintenance of parking facility oil/water separators;
12. Purchase of trash receptacles for garage and all public parking lots;
13. Maintenance of Public Assistance System and Emergency Assistance System.

10. Pursuant to the Contract, the MAA will pay the cost of special public or MAA employee parking and related services in addition to those specified in the Contract, e.g. outside consulting work.

11. Pursuant to the Contract, with the exception of parking rate signs, the MAA will pay the cost of all signs required by the MAA

showing entrance and exit points and other relevant information.

12. Pursuant to the Contract, the MAA will pay the costs of installation and maintenance of shuttle bus advertising.

13. The Contract requires that the Shuttle Bus Operator provide scheduled service to transport MAA employees from the Employee Parking Lot - Air Cargo/Fuel Farm - Route 4 to the upper level of the terminal with specified stops in between and from the Employee Parking Lot - Aviation Boulevard - Route 5 to the upper level of the terminal with specified stops in between. The employee parking lots are exclusively for employees and do not serve the public. RFP addendum No. 2, Attachment A, p.24. The MAA admits that the shuttle bus service transports MAA personnel utilizing the employee lots.

15. Pursuant to the Contract, the Shuttle Bus Operator is required to render transportation services on and over numerous public roads which are not part of Baltimore/Washington International Airport property, including Aviation Boulevard, Poplar Avenue, Elm Road, Ft. Meade Road, Friendship Road, State Route 170, State Route 46, Aaronson Road and Cargo Service Road. Shuttle bus services are also provided off the Airport property to the Amtrak/MARC station every twenty minutes.

Additionally, the Shuttle Bus Operator is required to maintain and store the shuttle bus fleet of 20 buses at an off-Airport facility.

16. The State presently has contracts for cab services at BWI which are claimed to be exempt under COMAR 21.01.03.03B(1)(d). Under those contracts, the cab manager provides a list of the number of "trips" per month, and MAA is paid \$1.00 for each trip. Contracts under this exemption are also used for food concessions at BWI. At the end of a specified period the concessionaire provides a total gross sale figure from which MAA is paid a percentage fee. In these concessions, the State's involvement is very limited.

17. The RFP itself states that this contract is subject to the Federal District Court for dispute resolution, and during a pre-

bid conference on March 7, 1991 the bidders were told this competition was claimed exempt from the State general procurement law under COMAR 21.01.03.03B(1)(d).

18. Appellant filed an appeal to this Board on 11/29/91 assuming Board jurisdiction.

Decision

1. Timeliness:

The Respondent argues that since the Appellant knew upon receipt of the RFP that the State claimed this solicitation exempt under COMAR 21.01.03.03B(1)(d), (and certainly not later than the pre-bid conference of March 7, 1991), it should have protested jurisdiction at that time.

The Board disagrees. The issue of jurisdiction was raised as a defense to the Appellant's protest. Issues of Board jurisdiction can be raised at any time by either party or the Board itself. While there is no specific section of COMAR under the bid protest section which addresses jurisdiction, COMAR does discuss motions to dismiss for lack of jurisdiction regarding contract disputes in COMAR 21.10.06.05. The Board has taken the consistent position that issues of jurisdiction can be raised in bid protests at any time. Therefore, the issue of jurisdiction is timely before the Board.

2. Motion to Dismiss for Lack of Jurisdiction.

The MAA alleges that the Board lacks subject matter jurisdiction over this appeal because the State procurement law [State Finance and Procurement Article, §11-202(3)(iv)] and the State procurement regulations [COMAR 21.01.03.03(B)(1)(d)(i)] exclude this contract from being covered by the procurement law. If this Contract is properly excluded, the procurement standards enacted by the General Assembly controlling the award of State contracts such as requiring competitive sealed bidding, award to the lowest bidder, contractual provisions to fairly allocate risks, and those legislative enactments which provide for this Board as a forum for resolution of State contract disputes, are all inapplicable. The MAA argues that the Contract fits within

the cited procurement law exclusion.

The State General Procurement Law applies to each expenditure by a unit under a procurement contract. State Finance and Procurement Article §11-202(1), Annotated Code of Maryland. It applies generally to all procurements except as otherwise expressly provided by law. State Finance and Procurement Article, §11-202, Annotated Code of Maryland. As previously stated by the MSBCA, "...the legislature in passing Maryland's omnibus procurement law in 1981 intended Maryland procurement law to be broad in scope as to its coverage." R&E Consolidation Services, Inc., MSBCA 1375, 2 MSBCA ¶187 (1988), p. 25. Indeed, the General Assembly defines "procurement" in a very broad sense, as follows:

(1) "Procurement" means the process of:
i. leasing real or personal property as lessee; or
ii. buying or otherwise obtaining supplies, services, construction, construction related services, architectural services, or engineering services.
State Finance and Procurement Article, §11-101 Annotated Code of Maryland.

This broad definition of applicability is consistent with the General Assembly's goal of attracting vigorous competitors to State procurements.

The procurement statute provides that any exception from coverage of the law must be an express exception and will be strictly construed. As stated by the legislature, "Division II shall be construed liberally and applied to promote the purposes and policies enumerated in subsection (a) of this section." State Finance and Procurement Article, §11-201(b), Annotated Code of Maryland. The legislative mandate thus is for the law to apply generally with only limited and specific exemptions. Therefore, exemptions must be carefully scrutinized. "Where a statute expressly provides for certain exclusions, others should not be lightly read therein by implication, for if the legislature intends other exclusions it is so easy to add them to the already-named explicit ones". State Insurance Commissioner

v. Nationwide, 241 Md. 108 (1965); R&E Consolidation Services, Inc., supra, p. 30. As stated by the Court of Appeals of Maryland:

The general purpose of competitive bid requirements is to "obtain unrestricted competitive bidding for contracts...and thereby to safeguard public funds by preventing favoritism, collusion and extravagance"... They are enacted for the benefit of property holders and taxpayers, and not for the benefit or enrichment of bidders, and should be so construed and administered as to accomplish such purpose fairly and reasonably with sole reference to the public interest." Hylton v. Mayor and City Counsel of Baltimore 300 A.2d at 656, 661 (Md. 1972).

The legislative mandate towards general, wholesale applicability of the State General Procurement Law is carried over to the State Procurement Regulations, COMAR Title 21. As stated by the State Procurement Regulations promulgating authorities, the "regulations apply to every expenditure by a State agency for the acquisition, rental, purchase, or lease of supplies, services, maintenance, construction, construction-related services, architectural services, engineering services, and the lease of real property by the State as lessee." COMAR 21.01.03.02. Moreover, every State agency is subject to the provisions of the State Procurement Regulations "unless expressly exempted by this title [COMAR Title 21] or by statute." COMAR 21.01.03.03(A). Thus, just like the State General Procurement Law, the Procurement Regulations are generally applicable to all State procurements and any exceptions are to be narrowly and strictly construed, in accordance with Maryland law. COMAR 21.01.01.04; COMAR 21.01.03.02.

The Respondent alleges that this RFP involves a revenue producing contract. While COMAR gives no specific definition of a revenue producing contract, revenue-producing contracts are generally covered by the State General Procurement Law and the State Procurement Regulations. As stated by the Legislature, Division II applies to each procurement by a unit, even if a resulting procurement contract will involve no expenditure by the State and will produce revenue for the State. State Finance and

Procurement Article §11-202(3), Annotated Code of Maryland. The Board of Public Works has enacted regulatory provisions mandating that revenue-producing contracts are generally covered by the regulations. COMAR 21.01.03.03. The Board of Public Works has directed that procurements are "specifically subject to these regulations" even if a resulting contract will involve no expenditure by the State and will produce revenue for the State for services that are to be provided for the benefit of the public at a State transportation facility. COMAR 21.01.03.03(B)(1)(d). Thus, public services contracts at State transportation facilities are generally and specifically subject to the State General Procurement Law and State Procurement Regulations even if they involve no expenditure by the State and will produce revenue for the State. State Finance and Procurement Article §11-202(3)(iv); COMAR 21.01.03.02(A); COMAR 21.01.03.03(B)(1)(d).

The State Procurement Regulations do contain an exclusion, for certain revenue producing contracts divesting the MSBCA of subject matter jurisdiction. The entire provisional language is as follows:

B. Specifically subject to these regulations are:

(1) Procurements by a State agency, even if a resulting procurement contract will involve no expenditure by the State and will produce revenue for the State for services that are to be provided for the benefit of...

(d) The public at a State transportation facility, unless a revenue-producing contract involves:

(i) A license, permit, or similar permission to use State facilities for activities related to the movement of passengers or goods, or for providing goods or services to passengers, patrons, or tenants at a transportation facility, or for advertising or promotional purposes.

COMAR 21.01.03.03(B)(1)(d)(i). (emphasis supplied)

The procurement contract must precisely meet these requirements, or the exemption does not apply.

This Contract does generate revenue from parking fees. However, MAA has under this RFP a wide range of direct involvement in the control of the contract and incurs many expenses directly and indirectly related to the performance of the contract. A sum equal to 25% of total revenues, estimated at over 4 million dollars, will be spent by MAA to support the contractor's efforts. However, the Board is not persuaded that these arrangements by the State under this RFP are sufficient to find that this is not a revenue generating contract. In fact, all revenue generating contracts necessarily require some State expenditure no matter how small (i.e. the costs of procurement). The Board finds that where a hybrid contract exists it must use a balancing test to objectively determine the substantive character of the contract before it. While the Board has found this RFP to be substantively a revenue generating contract, the extent of State involvement is such that it comes very close to that standard which would distinguish it from being considered a revenue generating contract. This test is further burdened with the fact that some activity required under the Contract takes place outside of State facilities and involves persons employed by MAA, not the general public. However, the Board finds that those aspects of the Contract are incidental.

The RFP itself bestows upon the contractor special permission to use the state facilities required to meet the exemption. There is no other license or permit necessary from MAA other than permission to begin work. The RFP and resulting contract itself give the contractor the special rights and privileges to use the State facilities.²

² License. A personal privilege to do some particular act or series of acts on land without possessing any estate or interest therein, and is ordinarily revocable at the will of the licensor and is not assignable. *Lehman v. Williamson*, 35 Colo.App. 372, 533

In Solon Automated Services, Inc., MSBCA 1117, 2 MSBCA ¶71 (1984), the University of Maryland at Baltimore (UMAB) argued that the MSBCA had no jurisdiction to hear the bid protester's appeal because the procurement under review involved no expenditure of public funds. The MSBCA disagreed holding that even in the absence of the expenditure of State funds, if the State is obtaining services or supplies and procures those requirements, then the State procurement law applies. Unless a specific, precise and applicable exception is stated in the law, the Board will not read language in to exclude procurements from the applicable law and MSBCA review. As stated at pages 4-5 of

P.2d 63, 65. The permission by competent authority to do an act which, without such permission, would be illegal, a trespass, a tort, or otherwise not allowable. *People v. Henderson*, 391 Mich. 612, 218 N.W.2d 2, 4. Certificate or the document itself which gives permission. Leave to do thing which licensor could prevent. *Western Electric Co. v. Pacent Reproducer Corporation*, C.C.A.N.Y., 42 F.2d 116, 118. Permission to do a particular thing, to exercise a certain privilege or to carry on a particular business or to pursue a certain occupation. *Blatz Brewing Co. v. Collins*, 88 Cal.App.2d 639, 160 P.2d 37, 39, 40.

A permit, granted by an appropriate governmental body, generally for a consideration, to a person, firm, or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. A license is not a contract between the state and the licensee, but is a mere personal permit. *Rosenblatt v. California State Board of Pharmacy*, 69 Cal.App.2d 69, 158 P.2d 199, 203. Neither is it property or a property right. *American States Water Service Co. of California v. Johnson*, 31 Cal.App.2d 606, 88 P.2d 770, 774.

Permit, n. In general any document which grants a person the right to do something. A license or grant of authority to do a thing. *Matter of Building Permit and Zoning*, 29 N.C.App. 749, 225 S.E.2d 647, 649. A written license or warrant, issued by a person in authority, empowering the grantee to do some act not forbidden by law, but not allowable without such authority.

A license or instrument granted by the officers of excise (or customs) certifying that the duties on certain goods have been paid, or secured, and permitting their removal from some specified place to another.

Black's Law Dictionary, Sixth Edition

the opinion in Solon:

Article 21, Md. Ann. Code, §1-202 generally states the applicability of Maryland's procurement law. In so doing, it exempts five primary classes of procurements. Absent from this list of exemptions are procurements by a State agency under a contract of services that are to be provided at a State facility for the benefit of State employees, officials, students, etc. that will involve no expenditure of State funds and, to the contrary, will produce revenue. Although UMAB argues that this class of procurements, nevertheless, implicitly was intended to be exempted from the requirements of Article 21, we cannot agree. "Where a statute expressly provides for certain exclusions, others should not be slightly read therein by implication, for if the Legislature intends other exclusions it is so easy to add them to the already-named explicit ones. State Insurance Commissioner v. Nationwide, 241 Md. 108, 117 (1965).

The Board reiterated its broad jurisdictional basis in Baltimore Motor Coach Company, MSBCA 1216, 1 MSBCA ¶94 (1985) involving an RFP by the Maryland Aviation Administration (MAA) seeking a contractor to operate a ground transportation van/limousine/motor coach transportation concession wherein the contractor paid MAA a minimum financial guarantee or 10% of gross revenues. As is the case here, MAA moved to dismiss arguing that the resulting contract is not subject to Maryland's procurement law. The Board refused to dismiss the protest on jurisdictional grounds holding that Code Article 21 applied to concession contracts and that there is no express exclusion from the requirements of the law for concession contracts.

Most recently in R&E Consolidation Services, Inc., supra, the MSBCA carefully considered the issue in that case to decide whether the General Procurement Law exempted the contract from General Procurement Law and the protest from MSBCA jurisdiction. The Board ultimately concluded that the services contract on appeal there was not for the benefit of the public at a State transportation facility within the meaning of §11-103(a)(2)(iv) [now §11-202(3)(iv)]. Since that decision, COMAR 21.01.03.03B(1)(d) was put into the regulations and is now the applicable regulation.

Pursuant to the new regulation, this contract was structured so that the contractor receives revenues from user fees. From this he deducts authorized amounts - his percentage return and authorized expenditures (such as the cost of shuttle bus service and any new or replacement revenue control equipment). The remainder is paid to the MAA. We find that this contract is the type of revenue producing agreement contemplated by §11-202(3)(iv) and COMAR 21.01.03.03B(1)(d)(i).

In R&E Consolidation Services, Inc., supra, a majority of the Board in defining the meaning of §11-103(a)(2)(iv) of the 1987 Code, took an expansive view of its jurisdiction, holding that, because the revenue contract there at issue was for services rendered to users (shippers) at the Port of Baltimore, the services were not rendered to (or for the benefit of) the public, and therefore the contract was not a concession contract as the Board understood that term. There was a dissent.

When R&E was decided, the application of former § 11-103(a)(2)(iv) to specific contracts and contract categories had not been previously reviewed by the Board. Former §11-103(a)(2)(iv) applied the law to revenue contracts for services at a State transportation facility for the benefit of the public "to the extent required by the Board" of Public Works and that body had not spoken. Since that time, the Board of Public Works has addressed the matter through COMAR 21.01.03.03B(1)d)(i) so that a contract for providing services to regular users of a transportation facility (such as the shippers in R&E,) is not now subject to the Procurement Law.

The instant contract is a revenue producing contract. It is for services and those services are for the benefit of the public, and substantial performance is to occur at a State transportation facility.

To perform the contract, the contractor must (and does) have permission to use State facilities, i.e., the Parking Lots and Garage and associated buildings and structures and the Airport roadways (including the Terminal ramps). The contractor will

provide for the movement of passengers and will provide parking and Airport transportation services to passengers, patrons, and tenants at the Airport.

The contract satisfies each and every requirement of the regulatory exclusion. It is, therefore, not subject to the Procurement Law and beyond this Board's jurisdiction. Nor is our opinion changed by the fact that two contractual undertakings (parking and shuttle bus) are covered by the RFP and resulting Contract, whereby passengers will be moved off and on the transportation facility; i.e. between the parking facility and the airport.

It is clear that the MAA had a substantial basis for believing a single contractor would be best suited to meet its minimum needs. The motivating force behind this RFP is the MAA's desire to serve the needs of the traveling public and other users of the parking facilities in accordance with the highest nationwide standards. It determined that the best way to attain that objective was to grant a profitable parking lot concession to the best evaluated contractor available and to demand that as part of that concession, the contractor offer shuttle bus services to its patrons. The MAA believed that the contractor who had a vested interest in serving the public's parking needs would also be best suited to handling the corollary obligation, i.e. transporting the public to and from the airport facilities. The contractor would have the best incentive and best opportunity to ensure adequate bus scheduling, efficient and courteous service, and timely trouble shooting. In general, it would be in the best position to monitor all aspects of the parking operation as a whole.

The MAA determined that its own interests were best served by a single contractor. In case of problems, there would be one contractor accountable to the MAA. It would not be forced into the position of mediator between two contractors. It could monitor one contract, not two. It could be sure that the parking and shuttling operations could begin concurrently. Moreover, in

terms of cost, the MAA saved money by issuing, administering, and monitoring one contract instead of two. Finally, getting a patron to and from an airport terminal is customarily an airport parking operator's responsibility. The fact that MAA employees will also use the shuttle service is merely incidental to the major forms of the Contract.³

Ultimately, the decision whether to procure by means of a total package approach or to break out divisible portions of the total requirement for separate procurement is a matter within the discretion of the contracting agency and should not be disturbed absent a clear showing that the agency's determination lacks a reasonable basis. In this case it is clear that the MAA had a reasonable basis for concluding that one contractor could best serve the needs of the traveling public and at the same time ease the administrative burden on the MAA. We will therefore grant the Motion but believe a note of caution is warranted. The high degree of State involvement as set forth in some detail in the Findings of Fact is troubling particularly when compared to other exempt revenue producing activities at MAA such as cab and food services. It would not take much more State involvement for the Board to conclude this is a management services contract (rather than a revenue producing contract) without the required elements of COMAR 21.01.03.03B(1)(d).

Therefore, while the Board concludes that the jurisdictional exemption of COMAR 21.01.03.03B(1)(d) has been met we caution it is only by the narrowest of margins.

Wherefore Motion to Dismiss for Lack of Jurisdiction is granted.

³ The record reflects that only several hundred MAA employees would use the shuttle service compared to many thousands of members of the public.

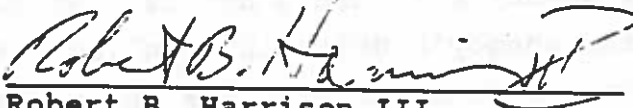
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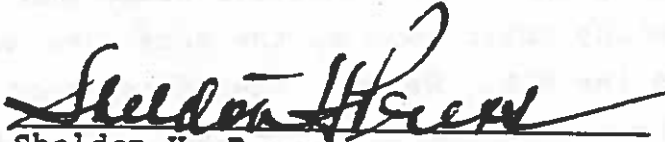


Neal E. Malone
Board Member

I concur:



Robert B. Harrison III
Chairman

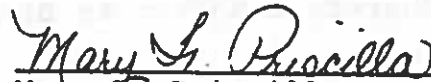


Sheldon H. Press
Board Member

* * *

I certify that the foregoing is a true copy of the Maryland State Board of Contract Appeals decision in MSBCA 1615, Appeal of HILL'S CAPITOL SECURITY, INC., under RFP MAA-RFP-91-004.

Dated: February 5, 1992



Mary S. Priscilla
Recorder