

BEFORE THE  
MARYLAND STATE BOARD OF CONTRACT APPEALS

Appeal of the Mullan Contracting )  
Company )  
 ) Docket No. MSBCA 1768  
Under University of Maryland )  
RFP No. T-000-992-003 )

December 30, 1993

Material Mistake - In a Design/Build project an offeror is required to comply with the right-of-way requirements expressed in the RFP in its offer rather than during the final design phase. The correction of such a mistake in a proposal discovered after award in the context of a bid protest appeal is not permitted and the proposal should be rejected.

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OPINION BY MR. PRESS

Appellant appeals the University of Maryland System (University) Procurement Officer's denial of Appellant's protest and the proposed award of Contract RFP No. T-000-992-003 to Coakley & Williams Construction Company, Inc.

Findings of Fact

1. On March 16, 1993, a Request for Proposal (RFP)<sup>1</sup> pursuant to

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<sup>1</sup>COMAR 21.05.03.01 states:

.01 Conditions for Use.

A. Preference. Procurement by competitive sealed proposals is the preferred method for the procurement of human, social, cultural or educational services, and real property leases.

B. Determinations. Except for the procurement of human, social, cultural, or educational services, or real property leases, before a procurement by competitive sealed proposals may be conducted, the procurement officer, with the written approval of the agency head or designee, shall make a determination in accordance with COMAR 21.05.01.02

COMAR 21.05.03 was issued by the Department of General Services (DGS)<sup>2</sup> for a Design/Build project at Towson State University consisting of a multi-level parking structure. The RFP stated that the parking structure: "Is proposed to be located in the existing area known as Parking Lot 6." Proposals were due June 29, 1993.

2. Part 1-B of the RFP GENERAL SOLICITATION INSTRUCTIONS AND CONDITIONS, INSTRUCTIONS TO PROPOSERS, M at 1B-2 states:

He has thoroughly read and understands this request for proposals, and any amendments and/or addendum thereto and all applicable specifications.

He has visited the site, taken field measurements where applicable and is familiar with the conditions and requirements affecting the work. Failure to do so will not relieve a successful Offeror of this obligation to furnish all materials and labor necessary to carry out the provisions of the Contract and to complete the work or the consideration set forth herein.

3. The RFP, VA-1, Part V. - "DESIGN AND TECHNICAL CRITERIA", states in pertinent part of the following:

PART V. - A. DESIGN CRITERIA

1. BACKGROUND INFORMATION

- A. It is the intent of the University of Maryland System, on behalf of Towson State University, to enter into a contract for the design and construction of a facility for parking transient vehicles. It is the intent of the University that the design will maximize the use of the available land to increase the amount of parking spaces within the campus community.
- B. The facility shall provide three parking functions: parking for resident students housed in the adjacent

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that competitive sealed bidding cannot be used because:

- (1) Specifications cannot be prepared that would permit an award based solely on price; or
- (2) Competitive sealed bidding is not practicable or is not advantageous to the State and there is compelling reason to use the source selection methodology set forth in this chapter.

<sup>2</sup>Responsibility for this procurement was later transferred to the University of Maryland, College Park, pursuant to a statutory change.

dormitories; additional daily parking for commuter students; and added parking for University use of the Berkshire Building.

- C. The facility constructed must be designed to compliment the existing adjacent dormitories, Ward and West Halls, and meld into the surrounding campus community....
- D. The height of the parking garage structure shall be kept as low as possible to relate to the adjacent existing structures. The garage and adjacent surface parking design shall maintain the existing earth bank and pine trees which act as a buffer between the lot and the Burke Avenue entrance where indicated on the attached Diagrammatic Site Plan . . . .

2. PROJECT DESCRIPTION

A. The parking structure shall be designed to be located on the northeast corner of University property, adjacent to Burke Avenue and Tower Drive. This lot is currently used as surface parking, designated as Parking Lot 6 for resident students and covers approximately 72,000 S.F. of ground area . . . .

B. The reworking of Parking Lot 6 plus the new parking garage shall be designed to provide a minimum of 400 parking spaces. The breakdown is as follows:

- 300 Gated Spaces (9'x18')
- 90 Non-Gated Student Spaces (9" x 18")
- 10 Non-Gated Handicapped Spaces
- 400 Total Spaces (Minimum)

C. Proposals for design and construction of less than the amount indicated will be considered non-responsive. The A/E shall use his initiative in designing a facility which integrates function and aesthetic considerations to result in a facility that fits into the existing campus environment.

4. As part of their technical proposal offerors were required to submit pursuant to RFP, Page IB-6, the following:

- a. Schematic design drawings shall be submitted to DGS and TSU for review and approval along with the Proposal. Schematic drawings shall be accompanied by a narrative description of proposed site improvements, and an engineering analysis of structural, mechanical, electrical, civil systems and total gross square feet for the structure. Offerors shall adhere to the requirements of the Department of General Services Procedures Manual for Professional Services, dated June 1991 as revised, for preparation of Schematic Drawings.<sup>3</sup>
5. Attached to the RFP were various drawings culminating in the issuance of SV-1, a survey drawing dated October 26, 1992 as prepared by the DGS, Office of Engineering and Construction which states in pertinent part; "topography revised 22, January 1993 property line and right-of-way line adjusted" - approved by DGS, March 12, 1993.
6. Offerors were to prepare separate technical and price proposals. The technical proposals were to be evaluated to ascertain whether they were in compliance with the RFP. Next, an interview was to be held with the offeror to discuss the proposal. The technical and price proposals then could be revised, if necessary, and best and final offers were to be submitted.
7. Pursuant to the RFP, technical and price proposals of acceptable offerors were to be evaluated utilizing the following format:

<u>Category</u>	<u>Maximum Allowable Points</u>
A. Technical Proposal	600
B. Price Proposal	400
Total Possible Points	1,000

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<sup>3</sup> The Manual provides, in relevant part, as follows regarding schematic drawings. Division II Phase 1-Schematics, 2.6 DRAWINGS AND PRESENTATION REQUIREMENTS, b. Site Plan".... Plan shall show location of existing buildings and structures, roads, walks utilities...."

In particular, the technical proposals were evaluated using criteria which may be summarized as follows:

- a. The degree to which the proposed design met the specifications outlined in the RFP were reviewed to ascertain if the offeror fully understood the RFP and was responsive to the Scope of Work.
  - b. provision of a detailed schedule which met the time constraints contained in the RFP.
  - c. review of the offeror's proposed design for its attention to the convenience and safety of pedestrian and vehicular traffic.
  - d. review of the aesthetic appearance and architectural character of the facilities for their relationship to existing structures.
  - e. consideration of the offeror's qualifications to build the project.
8. During the pre-proposal stage, offerors raised a series of questions concerning the Baltimore County right-of-way for Burke Avenue and the impact of Baltimore County setback requirements. On March 30, 1993, DGS informed offerors that "the offeror is responsible for determining and for complying with the County setback requirements relative to the right-of-way. All other setback determinations are part of the design proposal decision made by the offeror."
- On April 5, 1993, the University issued Addendum 1, Part 2, #4 which states. "... Baltimore County Zoning Code - The building setback and height requirements shall be complied with along Burke Avenue right-of-way."
- On April 9, 1993, DGS issued Addendum 2, Section 3A, which states: "The State will exercise its right of exemption from local/county zoning setback requirements, allowing the offeror the option to build up to the Right-of-way."
- Subsequently, the University made available the DGS survey drawing SV-1 to offerors. This drawing was intended for use by offerors in submitting their proposals. The SV-1 drawing illustrates part, but not all, of the right-of-way along Burke

Avenue. The line is shown as a double dot and dash line, entitled "RIGHT OF WAY LINE," to a point near the northwest corner of the property. The termination of the line is denoted with a "+". Whenever a "+" which is a control point appears on SV-1 there is a change in the bearing of the right-of-way line.

9. Coakley & Williams admitted at the hearing it was unaware of the true right-of-way line when preparing its proposal, assuming, incorrectly, that the right-of-way line followed Burke Avenue.<sup>4</sup> As a result of this incorrect assumption Coakley & Williams submitted a site development plan utilizing SV-1 with its proposal which located the northeast corner of its structure approximately eight feet into the Burke Avenue right-of-way. During evaluation, the technical evaluators failed to recognize this encroachment in the Coakley & Williams proposal.
10. Upon overall evaluation, Coakley & Williams received the highest technical score and Appellant received the lowest price score (400 points). The Coakley & Williams' technical score was twelve points higher than Appellant's technical score and Coakley & Williams received the highest total score by one point.

<u>OFFEROR</u>	<u>TECHNICAL</u>	<u>PRICE</u>	<u>TOTAL</u>
Coakley & Williams	572	389	961
Mullan	560	400	960
Atlantic	570	383	953

11. The Board of Public Works approved the award of the contract to Coakley & Williams and on August 16, 1993, Appellant filed

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<sup>4</sup> The Coakley & Williams narrative proposal of June 29, 1993, reveals "The design of proposed parking structure and surface parking development is contained wholly within the project area...." Best and Final Offer, Part 1-C, 2.A, pg. 7.1.

"The garage is sited abutting the northern set-back line of Burke and as far east on the site as possible...." Best and Final Offer, Part 1-C, 2.C, pg. 9.1.

a protest of the award of the contract to Coakley & Williams. The basis of the protest was that the University miscalculated the price score and total score of Coakley & Williams. The Procurement Officer denied this protest on August 18, 1993 and this basis of protest has been abandoned.

12. At Appellant's request, an initial debriefing was held on August 18, 1993. In addition, pursuant to an agreement among the parties on August 24, 1993, the University disclosed all of Coakley & Williams' submittals to Appellant. On August 25, 1993, Appellant filed an amended protest based on its review of the Coakley & Williams' documents. Appellant's amended protest is based on the following grounds:

- a. Coakley & Williams' proposed parking garage violates the right-of-way set forth in the RFP.
- b. Coakley & Williams' proposed parking garage violates the design and technical criteria set forth in the RFP.
- c. Coakley & Williams' parking garage violates the diagrammatic site plan, Sketch E, set forth in the RFP.
- d. Coakley & Williams' proposed parking garage violates the applicable handicap grade access.
- e. Coakley & Williams' proposed parking garage violates the required head clearance.

Appellant pursued issues a and c, involving the right-of-way, at the hearing and rested on the record for issues b, d and e. Issue c involved allegations that the parking garage proposed by Coakley & Williams encroached on planting that was to be preserved as shown on Sketch E and that a dumpster was located by Coakley & Williams outside of the boundary for the project set forth in Sketch E. We find that issue c merges into issue a as to the planting and that Appellant appropriately focused on SV-1 rather than Sketch E, as the hearing progressed. In its response (comments) to the Agency Report, Coakley & Williams contends, relative to issue d, that the handicapped

grades have not yet been engineered and were shown on the schematic to show concept only. As discussed in the text of this opinion, below, the right-of-way is a boundary and an absolute that must have been respected at all phases of this procurement, since the University desired that the project be built on its property. While handicapped grade access must also be respected there is no evidence that Coakley & Williams would not at final design comply with the grade access requirements mandated by Federal and State law. Coakley & Williams stated in its response (comments) to the Agency Report that it would comply with grade access. Appellant did not rebut this assertion and its appeal on issue d is denied.

Coakley & Williams asserts in its response (comments) to the Agency Report concerning issue e (head clearance) that:

"The clear headroom between the bottom of the structure of the garage and the supported floors is a minimum of 7' - 10" in height. The headroom between the grade level parking in the garage and the soffit of the first supported deck varies but is not less than 7' 10" in height. The perimeter of three sides of the garage are level with the required two percent (2%) slope to assure water flow to the drains in the center of the building. The slopes in the garage are parallel between adjacent floors throughout the garage thereby maintaining the minimum 7' - 10" headroom. The floor drains and associated drain piping do not offer a functional obstruction to the required headroom. The response is in compliance with the RFP."

Appellant's evidence fails to rebut these assertions and we deny Appellant's appeal on issue e.

Returning to issue c, it appears that Appellant complains that the location of the bulk trash container (dumpster) in the Coakley & Williams proposal violates the diagrammatic site plan, Sketch E, because Coakley & Williams located the dumpster along West Drive outside of the limits of the project as shown on Sketch E. The RFP required that the dumpster be located "along West Drive." The limits of the project as set forth in Sketch E do not include West Drive. We find the



record fails to support any finding that the evaluators failed to consider the off-site location of the dumpster relative to Sketch E in evaluating the technical proposal of Coakley & Williams.

In the Coakley & Williams response (comments) to the Agency Report it is asserted that:

"The project Program required the siting of the bulk refuse container "along West Drive" without further specificity; the limits of the project being the only customary restriction. Good traffic planning and site development would dictate that truck circulation in the proximity of the garage with the additional potential hazard to pedestrians in the area of the garage and dispersal of utility equipment and other devices mandates that the dumpster be concentrated in the area of existing utility equipment for maintenance efficiency and aesthetics. In this regard the location of the dumpster satisfies the intent of the Program even though it is not within the specific limits of the project area and, therefore, the response is in full compliance with the RFP."

The Procurement Officer found that the dumpster was located, in the Coakley & Williams proposal, along West Drive as required by the RFP and that "the Evaluation Committee is satisfied with their proposed location." We find Appellant has not met its burden to show that the location of the dumpster in Coakley & Williams proposal constitutes a flaw in its proposal requiring the Board to sustain the appeal. We deny the appeal on issue c.

In issue b Appellant complains that the Coakley & Williams parking garage structure is too high. We adopt the following from the Agency Report and deny Appellant's appeal in regard to issue b.

"Appellant complains because its design called for a two-level parking garage and the Coakley & Williams' design was three levels. It asserts that this violated the RFP requirement that the structure be "as low as possible."

The RFP was replete with language which in essence required that the structure be compatible with its surroundings. Nowhere does it impose a height re-

striction, other than to state that the facility be as low as possible to relate to adjacent existing structures. Nowhere does the RFP indicate that this factor should prevail over all others. The RFP language allows for a reasonable amount of discretion and judgment to be exercised by the offerors. Mullan was advised during the discussion phase that, while its design was good with respect to height, its horizontal emphasis made the garage look too large. Despite these comments, Mullan chose to make no material changes to its design. Coakley & Williams proposed a structure that was somewhat higher but fit in better with the surroundings, as determined by the evaluation team. That judgment is well within the University's discretion, and there is no violation of the RFP in preferring the higher building."

13. As a result of the amended protest, the University requested further information from Coakley & Williams as to the impact the actual right-of-way had on its proposal. Discussions were held between the University and Coakley & Williams and verbal assurances were given to the University that the structure would fit on the site. Subsequently, a request for confirmation of this was made by the University. The Coakley & Williams architect and engineer were requested by Coakley & Williams to prepare drawings to show the relocation, which was submitted to the University as sketch M.

On August 27, 1993, Appellant filed a supplement to its amended protest, alleging "it is not permissible to suggest that Coakley & Williams is now allowed to either redesign the building or to redesign the site and move the building".

14. On October 13, 1993, the Procurement Officer issued his final decision denying Appellant's amended protest. The Procurement Officer did not view the Coakley & Williams schematic drawings "at this stage of a design/build contract to be that precise or complete. In addition, since the request for proposal (RFP) states that compliance with the Burke Avenue right-of-way is a requirement of the final design, we expected at the time of evaluation and still expect that Coakley & Williams design will comply with this requirement." From this

decision Appellant appealed to this Board on October 20, 1993.

Decision

At the commencement of the hearing before this Board, Coakley & Williams moved for the dismissal of Appellant's appeal arguing that this Board had no jurisdiction based on standing, alleging that Appellant's proposal was not responsive (not reasonably susceptible of being selected for award) under COMAR 21.05.03.03B.(1)(b). Coakley & Williams, however, did not challenge Appellant's proposal by filing a protest with the Procurement Officer pursuant to COMAR 21.10.02.03B. This failure to file a protest constitutes a failure to exhaust the required first tier agency level administrative remedy and does not give this Board the authority at this juncture to consider Coakley & Williams allegations. COMAR 21.10.02.10A. Accordingly, the Board denied the motion.

We turn to the merits of Appellant's appeal which primarily centers on the Coakley & Williams proposed parking garage violating the Burke Avenue right-of-way.<sup>5</sup> This Board has previously acknowledged the standard of its review of a Procurement Officer's decision concerning a negotiated proposal is limited. The Board's function is not to reevaluate the proposals nor to second-guess the agency nor to substitute its judgment for that of the agency. The Board's function is to determine whether the competitive negotiation process was conducted fairly and reasonably. Maryland New Directions, Inc., MSBCA 1367, 2 MICPEL ¶179 (1988); A&R/Bowie Limited Partnership, MSBCA 1690, 4 MICPEL ¶316 (1992).

Qualified offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions, negotiations, and clarification of proposals. COMAR 21.05.03.03C(3)a; Mid Atlantic Vision Service Plan, Inc., MSBCA 1368, 2 MICPEL ¶173 (1988); United Technologies Corp. and Bell Helicopter, Textron, Inc., MSBCA 1407 and 1409, 3 MICPEL ¶201(1989); A&R Bowie Limited Partnership, supra.

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<sup>5</sup> See Finding of Fact No. 12 above.

The University received from Coakley & Williams narrative assurances in its proposal that its proposed parking structure is "contained wholly within the project area." However, after evaluation of proposals it was revealed that the Coakley & Williams proposal shows the parking garage structure encroaching on the Burke Avenue right-of-way. The RFP required that the structure be located on University property.

The University argues that the RFP only requires compliance by offerors with the right-of-way requirements expressed in the RFP during final design and that Coakley & Williams could correct the erroneous placement after award. Therefore, the University believes that it is of no consequence that the technical evaluators were not aware during evaluation that the Coakley & Williams parking structure submitted in its proposal encroached on the right-of-way. The University's view, this Board finds, is unacceptable.

Coakley & Williams had the opportunity and responsibility to review the RFP specifications, Addenda, and drawings (especially SV-1) prior to submission of its proposal. The site plan drawing submitted by Coakley & Williams, is at variance with its narrative assertions, and in fact places a portion of the parking garage structure in the Burke Avenue right-of-way. To permit Coakley & Williams to attempt to relocate its structure and place it inside the right-of-way on University property after best and final offers have been submitted and evaluated is a violation of COMAR 21.05.03.03.D.(1) which provides:

D. Best and Final Offers.

(1) General. When in the best interest of the State, the procurement officer may permit qualified offerors to revise their initial proposals by submitting best and final offers. The procurement officer shall establish a common date and time for the submission of best and final offers. The procurement officer may require more than one series of submissions of best and final offers and discussions if the agency head or designee makes a written determination that it is in the State's best interest to conduct additional discussions or

change the procurement agency's requirements and require another submission of best and final offers. Otherwise, discussion of or changes in the best and final offers is not allowed before award except as provided in §D(2)(a), below. If more than one submission of best and final offers is requested, an offeror's immediate previous offer shall be construed as its best and final offer unless the offeror submits a timely notice of withdrawal or another best and final offer.

In order to provide for increased confidence in State procurement and to ensure fair and equitable treatment of all persons who deal with the State procurement system offerors must be given opportunity to compete on an equal basis. See §11-201 Division II, State Finance and Procurement Article.

The submission of Sketch M, by Coakley & Williams, we find, constitutes a new proposal and only Coakley & Williams was afforded this opportunity. The University failed to permit other offerors an opportunity to further revise their proposals. The Coakley & Williams experts testified "they planned to "slide" the building six to eight feet, south and the result was there would be no change...."

However, we find from the record the Coakley & Williams structure as outlined in Sketch M, would require, if built, either significant modifications to Ward Hall or encroachment on an existing tree barrier that was to be preserved. Therefore, the Coakley & Williams structure it proposes to construct as shown by Sketch M submitted after award, is a significantly different structure than that proposed and competitively evaluated through best and final offers.

Sketch M does not as argued by the University merely constitute the correction of a minor irregularity in a proposal pursuant to COMAR 21.06.02.04. Sketch M constitutes a material change.

During the hearing, one of Appellant's experts, a professional engineer and land surveyor, testified, that the Coakley & Williams proposed structure could not be built if it had to take the right-of-way extension into account. He supported his testimony with a

site plan overlay exhibit, used in conjunction with an enlargement of SV-1. The overlay purported to be the Coakley & Williams structure shifted on the site to take account of the right-of-way information. In making the shift, the structure then would be too close to a dormitory (Ward Hall) adjacent to the site and could not be built in that location, without alteration to Ward Hall.

Furthermore, the uncontradicted expert testimony of Appellant's structural engineer was that the proposed redesign constitutes a major change from the footing design as shown by the Coakley & Williams proposal requiring several times the volume of footing and perhaps a change to a continuous footing.

The corner column location on Coakley & Williams parking structure as originally designed is on a column line on the exterior of the structure. However, because the corner column infringes upon the right-of-way, the parking structure has to be redesigned to pull all four corner columns into the structure itself. The structural engineer testified, without contradiction, that relocating the corner columns would require a major redesign of both ends of the parking structure and that even changing one corner column impacts at least one end of the structure. The University required a deck made up of long span double tees.<sup>5</sup>

The structural engineer testified that by moving the corner column, the double tees no longer have a spandrel beam upon which to rest; i.e., there is nothing to hold up one end of the deck. He stated that the entire corner at each of the three levels would have to be reconfigured to address these problems.

In any event the Coakley & Williams structure, as submitted with its proposal and upon which the evaluation was based is not completely on the site. As the testimony of two persons involved in the evaluation process makes clear, had the evaluators known of this defect the Coakley & Williams proposal would have been unacceptable had Coakley & Williams not addressed and corrected the

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<sup>5</sup> Coakley & Williams original proposal was criticized for not being clear about the use of double tees for the deck.

problem during the evaluation of proposals phase. See G.O. Parking, Inc., Comp. Gen. Dec. No. B-250466, 93-1 CPD ¶11(1993). For whatever reason, Coakley & Williams ignored the right-of-way and proposed a structure partially located off the site.

Coakley & Williams may be able to design a different structure that perhaps could fit on the north side of the site within the constraints of Ward Hall, the right-of-way, and the trees and bank. Presumably, Coakley & Williams has used its best efforts through the hearing of this appeal to accomplish a successful redesign. However, the undertaking has not been successfully achieved. Pulling the columns, and changing the footings still leaves the structure intruding onto the tree barrier.

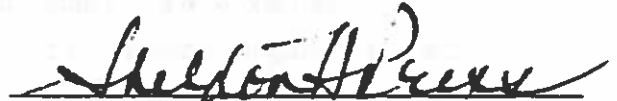
In summary we find that the design solution proposed by Coakley & Williams in its proposal called for the parking structure to be fitted within the perimeter created by Ward Hall, the erroneously assumed right-of-way and the trees and bank. The structure as proposed and evaluated is simply too large to fit. Coakley & Williams has suggested major modifications or revisions to the parking structure in order to obtain a fit. The effort in and of itself demonstrates the non-acceptability of the proposal. Even with this undertaking, the building remains too large to fit within the site constraints.

The proported change of placement as set forth in Coakley & Williams revised site plan drawing (Sketch M) to attempt to fit the structure on University property after award violates the process of open and fair competition. It is a fundamental principle in a negotiated procurement, that all offerors must be treated equally. See COMAR 21.05.03.03C (3)(a); Sowman Square Properties, Comp. Gen. Dec. No. B-208699, 82-2 CPD ¶527(1982). Thus, the conduct of discussions with one offeror generally requires that discussions be conducted with all offerors whose offers are within the competitive range and that all offerors in the competitive range have an opportunity to submit revised offers.

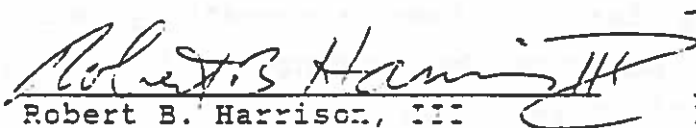
For the reasons stated the appeal is sustained as to Appellant's protest concerning violation of the right-of-way (ground a, above).

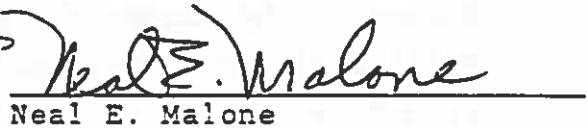
Therefore, it is this **30th** day of December, 1993 ORDERED that the appeal is sustained.

Dated: **December 30, 1993**

  
Sheldon H. Press  
Board Member

I concur:

  
Robert B. Harrison, III  
Chairman

  
Neal E. Malone  
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 1768, appeal of The Mullan Contracting Company under University of Maryland RFP No. T-000-992-003.

Dated: 12/30/93

  
\_\_\_\_\_  
Mary F. Priscilla  
Recorder

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