

BEFORE THE  
MARYLAND STATE BOARD OF CONTRACT APPEALS

Appeal of WILLIAMS )  
CONSTRUCTION COMPANY )  
 ) Docket No.  
Under SHA Contract ) MSBCA 1639  
No. P-732-502-371 )

May 19, 1992

Rejection of All Bids - Rejection of all bids and resolicitation was appropriate where such action was necessary to secure federal funding for the project.

APPEARANCE FOR APPELLANT:

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APPEARANCE FOR STATE:

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OPINION BY MR. MALONE

Williams Construction Company, Inc. ("Williams") has timely appealed from a Procurement Officer's final decision which denied its protest. Williams appeals the decision by the State Highway Administration ("S.H.A.") to reject all bids and issue a new solicitation.

S.H.A. rejected all bids based on three reasons: 1) it was in the best interest of the State to resolicit so that the project duration could be shortened, 2) it was fiscally advantageous for the State to resolicit so that the project could be funded with federal money rather than State money, 3) the new solicitation included several amendments. S.H.A. moved to dismiss the issues set forth in Williams' notice of appeal arguing those issues were

not included in the protest to the Procurement Officer. The Board reserved on the motion to dismiss and conducted a hearing on the merits.

#### FINDINGS OF FACT

1) In the fall of 1990, S.H.A. issued an Invitation for Bids for Contract No. P-732-502-371. The project involved the reconstruction of roadways, bridges, and interchange ramps in Prince George's County: Maryland Route 214 from Brightseat Road to west of Campus Way; the I-95 interchange; Maryland Route 202; and Harry S. Truman Drive.

2) S.H.A. used a special bidding procedure which attempted to account for not only the prices offered by the bidders, but also the speed with which the bidders were willing to provide a usable facility to the traveling public. Under this procedure, bidders were required to indicate on their bid form both: (A) the dollar amount for all work to be performed under the proposal, and (B) the total number of calendar days proposed by the bidder to complete the work necessary to have the project open to unrestricted highway traffic. The successful bid was to be determined based upon the lowest combination of (A) and (B), according to the following formula:  $(A) + [(B) \times \$3,500]$ .

3) The solicitation also included

incentive/disincentive provisions for timely completion. If the project was opened to unrestricted highway traffic before the established number of calendar days proposed, the contractor would be paid \$3,500 per day. If the contractor failed to open the project to unrestricted highway traffic by the established number of days proposed, the contractor would be charged \$3,500 per day.

4) Finally, the solicitation imposed a maximum allowable duration for proposals of 1121 calendar days. Bids in excess of this time would be considered non-responsive.

5) Funding for S.H.A. projects may be State only, Federal, or a combination of funding. Many State projects follow a dual tract for funding so that all necessary applications and approvals are in place immediately prior to advertisement of the solicitation for either State or Federal funding.

6) Immediately prior to the advertisement, S.H.A. decides whether a project will be State-only funded or Federally funded. The S.H.A. operates under a cash flow management style. Meetings are held every month to review the cash flow of the Transportation Trust fund to decide if it is more or less advantageous to the State to finance any particular project with either State-only funds or Federal participation. If S.H.A. decides to request

Federal funds, it must file all necessary applications and receive a Certified Approval Request for Authorization of Funds prior to any advertisement of the solicitation.

23CFR, Section 635.112 (formerly Section 635.107) mandates this and the Board finds that that requirement cannot be waived. The Board was first apprised of this CFR requirement by S.H.A. during a hearing on the merits.

7) S.H.A. proceeded with a dual tract for this project, but, ultimately, at the time of advertisement elected for State Funds Only because in their judgment, the State could afford to pay for this project.

8) Bids were opened on October 8, 1991. S.H.A. received the following eleven bids in response to the solicitation.

<u>Bidder</u>	<u>Price Proposal</u>	<u>Days</u>	<u>(A)+[(B)x\$3500]</u>
Dewey Jordan, Inc.	\$18,131,184.05	760	\$20,791,184.05
Williams Construction Co., Inc.	\$17,926,701.53	945	\$21,234,201.53
The Hull Corporation	\$19,019,709.45	760	\$21,679,709.45
Cherry Hill Construction, Inc.	\$19,833,258.24	600	\$21,933,258.24
James Julian, Inc.	\$18,957,865.50	1000	\$22,457,865.50
Corman Construction, Inc.	\$19,123,311.60	1000	\$22,623,311.60
The Lane Construction Corp.	\$20,177,110.50	700	\$22,627,110.50

(CONTINUED)

<u>Bidder</u>	<u>Price Proposal</u>	<u>Days</u>	<u>(A)+[(B)x\$3500]</u>
Shirley Contracting Corp.	\$19,232,000.00	1046	\$22,893,000.00
Francis O'Day Co., Inc.	\$19,734,173.35	1011	\$23,272,673.35
Hardaway Company	\$20,524,743.20	1000	\$24,024,743.20
L. C. Defelice, Inc.	\$21,369,547.45	760	\$24,029,547.45

9) While bid openings could have been delayed in light of the State Transportation Trust Funds declining cash flow picture, S.H.A. decided (based on the information available at the time) that sufficient money would be available to fund this project.

10) Shortly after the bids were opened, a Bid Summary was prepared and was forwarded to S.H.A.'s Administrator, Hal Kassoff. Mr. Kassoff observed that most of the durations proposed by the bidders were considerably less than the specified maximum of 1121 days. The proposed durations were as low as 600 days, and that there was a significant difference between the duration proposed by the apparent low bidder (760 days) and the duration proposed by the apparent second low bidder, Williams, the Appellant in this case, of 945 days. As a result, Mr. Kassoff believed that S.H.A. may have been in error in establishing the contract requirements regarding duration

for this project.

11) On any State Highway construction project, the Administration is concerned with constructing the project so as to minimize the disruption of the traveling public and the citizens of the State in the area of the project. S.H.A. staff, in setting the specifications, took into consideration duration of the project, and set the number of days for work. Despite this, Mr. Kassoff's staffs' evaluations, Mr. Kassoff directed that his staff re-evaluate whether the specifications could or should have been more restrictive regarding the project duration.

12) On October 8, 1991, Mr. Kassoff wrote a memorandum to S.H.A. Chief Engineer, Charles R. Olsen, and S.H.A. Deputy Chief Engineer for Construction, James F. Kelly. Mr. Kassoff opined: "We need to re-think. If #2 was low, (#2 in this context is Williams Construction) we'd be stuck with 185 more days -- 6 months? Spread in days is unbelievable."

13) Mr. Kassoff was uneasy not only with the specified maximum duration, but also with the evaluation formula. He did not believe that the formula sufficiently reflected the State's requirements if it allowed for such a vast discrepancy in the durations without showing a greater variation in the ranking of the proposals.

14) The real cost of construction is almost always

linked to how much time is given to complete the work. Mr. Kassoff's October 8th memo, the day of bid opening, in effect, directed his staff members to make an evaluation of the anomaly resulting from the A+B formula. In effect, the A+B formula had created two distinct bidding groups. One group responded to the formula with the result desired by S.H.A. The other group did not. Mr. Kassoff wanted to insure this anomaly did not happen in the future.

15) Reacting to Mr. Kassoff's observations, Mr. Kelly directed that Roger Howell (the regional construction engineer who performed the original duration estimate) and Kathleen Ulrich (from S.H.A. Construction Inspection Division) re-evaluate the contract documents as to duration.

16) On October 11, 1991, Mr. Howell reported to Mr. Kelly that he believed that the work recommendations originally given were reasonably accurate. On October 30, 1991, Kathleen Ulrich reported to Mr. Kelly that she also thought the contract requirements represented a reasonable time frame from the project. Mr. Kelly conveyed these views to Mr. Olsen, who conveyed them to Mr. Kassoff on November 4, 1992.

17) Mr. Kassoff, however, was not convinced that these views were correct. In particular, Mr. Kassoff was struck by the fact that five of the bidders proposed

durations were approximately one year less than that specified in the contract, and that all of the bidders proposed durations were months less. Even the longest duration proposed was 75 days less than the maximum set forth in the contract. In addition, Mr. Kassoff took into account the current construction market. Mr. Kassoff was unwilling to accept his staff's position based on the information revealed in the bids.

18) In late December of 1991, this project was discussed regarding fiscal concerns, and the Director of S.H.A.'s Office of Finance and Program Management, Gayle M. Seward, urged Mr. Kassoff to change the source of funding for this project from State funds to Federal funds. S.H.A. was, at that time, projecting a \$17.9 million deficit in the State fund part of the Consolidated Transportation Program budget. Federal funding had recently been made available to the State for qualified projects under the Federal Intermodal Surface Transportation Efficiency Act of 1991, also known as ISTEA. President Bush signed this bill into law on December 18, 1991.

19) On January 3, 1992, Mr. Kassoff met with his staff to discuss this project. At that time, Mr. Kassoff told Messrs. Olsen and Kelly that if the project could be completed in a shorter duration, he wanted to do so. Mr.



Kassoff also explained that if S.H.A. could use federal funds for the project, he wanted to do that as well. Mr. Kassoff requested his staff again evaluate the contract duration requirements, and investigate whether this project would, in fact, qualify for federal funds. At that meeting, the participants also discussed the fact that neither of these steps could be taken without resoliciting.

20) Mr. Kelly, Mr. Howell and Ms. Ulrich, following "a lot of pressure" from Mr. Kassoff agreed that the project duration could be shortened to at least 855 days, and that the per diem rate for evaluation and incentive/disincentive should be raised to \$4,000. This brought the proposed duration close to the average of the eleven durations proposed by the bidders under the original solicitation. S.H.A. was informed that this project would qualify for federal funds if it was resolicited.

21) When this information was conveyed to Mr. Kassoff by Mr. Olsen, he decided to resolicit to shorten the duration and seek federal funds.

22) By letter dated January 30, 1992, Mr. Kassoff notified Williams that S.H.A. had decided to reject all bids and readvertise under an amended solicitation. As explained in Mr. Kassoff's letter, there were two main

reasons for that determination: construction duration and federal funding. An opportunity to make revisions to the contract documents was also mentioned.

23) On or about February 10, 1992, S.H.A. received a letter from Williams protesting the decision to resolicit. At that point in time Williams was next in line for the award. Although Dewey Jordan, Inc. was the apparent low bidder under the original solicitation, the Board of Contract Appeals determined that its bid was not responsive. See "Appeal of Williams Construction Company," MSBCA 1611, 1991. In its letter of protest Williams alleged that the decision to readvertise this project was arbitrary, unreasonable, and contrary to both the interests of the State and to the integrity of the procurement system. Williams wanted S.H.A. to reconsider their position and award the contract to them.

24) On February 20, 1992, S.H.A. reissued the Invitation for Bids for Contract No. P-732-502-371. The new solicitation contained changes to the original contract requirements, but the scope of work remained substantially the same.

25) The solicitation was amended to: 1) change the evaluation formula from  $(A) + [(B) \times \$3,500]$  to  $(A) + [(B) \times \$4,000]$ , 2) change the amount of the per diem incentive from \$3,500 to \$4,000 per day, 3) change the maximum

amount of the incentive from 60 days/\$210,000 to 100 days/\$400,000, 4) change the per diem rate of the disincentive from \$3,500 to \$4,000, and 5) shorten the maximum allowable duration from 1121 days to 855 days.

26) S.H.A. also amended the specification to include the many federal government requirements which became necessary as a result of using federal money to fund the project. These amendments included: Required Contract Provisions, Certification for Federal Aid Contracts; Affirmative Action Requirements; Utilization of Disadvantaged Business Enterprises; F.A.P. Bidding Requirements; Contract Affidavits; Wage Rates; Notice of Actions Required for Affirmative Action to Ensure Equal Employment Opportunity; Equal Employment Opportunity Special Provisions; Training Special Provisions; Federal Aid Proposal Notices regarding Non-Segregated Facilities, Implementation of Clean Air and Water Pollution Control; and the Proposal Form Packet.

27) S.H.A. also made several technical changes regarding the scope of work. Specifically, the contract specifications were amended regarding: the use of excavation material for embankments, existing utilities, and traffic control for the Capital Centre Arena.

28) By letter dated March 20, 1992, Mr. Olsen, as Procurement Officer, issued a final decision which denied

Williams' protest. Mr. Olsen decided that it was in the State's best interest to reject all bids because:

1) the specifications had been amended so that S.H.A. could use federal funds for the project;

2) the specifications had been amended to make the construction duration requirements of the contract more restrictive; and

3) the specifications had been amended to make certain changes in the work regarding excavation material, utility conflicts, and traffic control pay items.

29) The bids were opened on March 26, 1992. S.H.A. received the following five bids in response to the solicitation:

<u>Bidder</u>	<u>Price Proposal</u>	<u>Days</u>	<u>(A)+[(B)x\$4000]</u>
The Hull Corp.	\$18,018,555.53	540	\$20,178,555.53
Cherry Hill Construction, Inc.	\$18,149,379.85	530	\$20,269,379.85
Williams Construction Co.	\$18,588,722.25	600	\$20,988,772.25
Francis O'Day	\$18,810,993.99	610	\$21,250,993.99
Shirley Contracting Co.	\$19,627,078.25	800	\$22,827,078.25

30) On March, 1992, Williams filed a Notice of Appeal with the Board.

DecisionMotion to Dismiss

31) Maryland's procurement regulations provide that the issues of protest must be raised initially with the Procurement Officer, see COMAR 21.10.02.02 and 21.10.02.09 and 21.10.02.10A. If a protester does not do so, but waits until the notice of appeal to raise an issue, the Board will not consider it. See "Service America Corporation," MSBCA No. 1606, 1992; "Chesapeake Bus and Equipment Company," MSBCA No. 1347, 2 MICPEL 163 (1987).

32) As explained in T.E.U. Inc., MSBCA No. 1530, the Board acquires jurisdiction only in accordance with the multistep procedure set forth in the State Finance and Procurement Code.

33) The first step is to file a protest with the Procurement Officer. Md. State Fin. & Proc. Ann Code 15-217(a) (1988). The protest must be in writing, it must be addressed to the Procurement Officer, and it must contain a "statement of the reasons for the protest" along with supporting information "to substantiate the reasons for the protest . . . ." See COMAR 21.10.02.04; also 21.10.02.02.

34) The Procurement Officer then issues a final agency decision. Md. State Fin. & Proc. Ann. Code 15-218 (1988). The Procurement Officer's decision typically will

set forth "a description of the controversy," and a "statement of the decision with supporting material." See COMAR 21.10.02.09.

(35) At that point, the protester is permitted to file an appeal to the Board. Md. State Fin. & Proc. Ann. Code 15-220 (1988). The appeal, however, must be from the decision made by the Procurement Officer. Thus, the appeal is not a vehicle for a protester to raise new complaints. The Board's function is to review whether the Procurement Officer properly decided the issues which were presented in the protest.

(36) In this case, Williams had been fully apprised of S.H.A.'s reasons for its decision to resolicit this project before it filed its protest. The Procurement Officer testified he clearly understood the grounds of the protest.

(37) Wherefore the Board finds:

1) Issue #1 concerning Board of Public Works Approval was withdrawn by the Appellant and is hereby dismissed.

2) Issue #2, the bid solicitation here was not rejected under COMAR 21.05.02.13 nor 21.05.03.03 and these issues were not raised before the Procurement Officer and are not properly before this Board and are hereby dismissed.

3) Issue #3 relating to COMAR 21.01.01.03 arises out of issue #4 as a policy consideration and is merged into issue #4.

4) Issue #4 and its factual allegations, and any others arising out of issue #4 revealed at the hearing, are before this Board and the Motion to Dismiss as to them is denied.

#### Merits

38) Under Maryland Procurement Law, a State agency may reject all bids if the agency determines that "it is fiscally advantageous or otherwise in the best interest of the State . . . ." Md. State Fin. Proc. Article 13-206(b) (1988); also see COMAR 21.06.02.02C.

39) S.H.A. determined that it was in the State's best interest to make the contract's duration requirements more restrictive. S.H.A. also determined that it was fiscally advantageous for the State to fund this project with federal rather than State money. Accordingly, the agency determined that it would reject all bids and resolicit.

40) That decision may not be disturbed unless this Board determines that the decision "was fraudulent or so arbitrary as to constitute a breach of trust." See ~~notes~~ for State of Maryland, Department of General Services v. Peter J. Scarpulla, Inc., No. 84-347-041/CL28625, In the Circuit Court for Baltimore City (May 31, 1985), appeal

dismissed, Peter J. Scarpulla, Inc. v. State of Maryland, Department of General Services, No. 825, In the Court of Special Appeals of Maryland (March 16, 1986); The University of Maryland Baltimore County Campus v. The Maryland State Board of Contract Appeals, Nos. 82-M-38 and 82-M-42, In the Circuit Court for Baltimore County (October 13, 1982); The Fecheimer Bros. Co. and Harrington Industries, MSBCA No. 1181 & 1182, 1 MICPEL 74 (1984).

41) Two main reasons are offered by the agency to justify the decision to reject all bids: concerns about construction duration and fiscal concerns.

42) After bids were opened, Administrator Hal Kassoff told his staff that the contract duration time was too long since the variance among bidders in duration days was "unbelievable." He gave Jim Kelly and Bob Olsen one month to think over the inadequacy in the contract specifications. Deputy Chief Engineer Kelly passed Kassoff's concern on to the two people within the agency who could provide the most insight, Roger Howell and Kathleen Ulrich.

43) Roger Howell had provided the maximum duration estimate of 1,121 days, which was included in the original solicitation. In his memo to Kelly, Howell justified his duration estimate. He noted that the specifications on the project warned that the soil in the area was above



optimum moisture and would require special handling and drying. He cited the "extraordinary measures demanded in this area to keep traffic moving" while work progressed and added that no work was permitted from 11 p.m. to 7 a.m. Howell advised that "utilities have massive relocations... to be coordinated and accommodated." Specifically, large water mains, to be installed by others, were independently scheduled for installation, with the last installation slated for as late as April 1993. Since these large water mains were "specialty items that are not readily available," Howell implied that the dates for their installation could very well be delayed. Based on all of these factors, Howell reported he was convinced that the work day recommendations given were reasonably accurate. It is the State's duty to know and define its own needs.

44) Kathleen Ulrich of the Construction Inspection Division relied primarily on her experience in the field to reach the same conclusion. Ms. Ulrich noted that the contractor, F. O'Day, had estimated its duration on the project at 1,011 days, the second highest of the eleven bidders. O'Day was working at the time on an adjacent State contract in the same area that was "seriously behind schedule due primarily to major utility complications," the exact problem that Roger Howell had predicted. Since

O'Day had several years into the work on the other project, Ulrich surmised that its proposed duration "may, in fact, be quite realistic."

45) Ulrich noted that specifications required the successful contractor to keep all lanes open during peak hours, weekends, holidays, and also during all Capital Center events. With 260 events scheduled per year, these restrictions can only increase the length of time required for project completion.

46) Citing these factors, as well as those detailed by Roger Howell, Ulrich reached several telling conclusions. First, she felt the established duration of 1,121 days "represents a reasonable time frame for project completion." She reported that "responsible bids are most realistically those of contractors who solicited bids of 945 days or more." Williams' proposed contract duration was exactly 945 days. To Ms. Ulrich's way of thinking, any shorter estimate was so out of line as to be not worthy of consideration.

47) Fortified by the conclusions reached by Mr. Howell and Ms. Ulrich, Charles Olsen reported back to Hal Kassoff in a November 4, 1991, memo. Olsen added another vote in support of the contract duration of 1,121 days. He believed that the established contract time represented a reasonable time frame for project completion and using

the A + B special bidding procedure, responsible bids are most realistically those of contractors who solicited bids of 945 days or more.

48) Hal Kassoff was not convinced. Kassoff overruled his staffers and concluded that the contract duration of 1,121 days was too long.

49) The following chart summarizes the disparities in duration on both the original bids and the resolicited bids:

Original Solicitation

<u>Bidder</u>	<u>Days</u>	<u>% Below Allowed Duration of 1,121 Days</u>
1) Dewey Jordan	760	67%
2) Williams Const.	945	84%
3) Hull Corp.	760	67%
4) Cherry Hill Const.	600	53%
5) James Julian	1000	89%
6) Corman Const.	1000	89%
7) Lane Const.	700	62%
8) Shirley Cont.	1046	93%
9) F. O'Day	1011	90%
10) Hardaway	1000	89%
11) Defelice	760	67%

Revised Solicitation

<u>Bidder</u>	<u>Days</u>	<u>% Below Allowed Duration of 855 Days</u>
1) Hull Corp.	540	63%
2) Cherry Hill Const.	530	61%
3) Williams Const.	600	70%
4) F. O'Day	610	71%
5) Shirley Cont.	800	93%

50) On the revised solicitation, all bidders still proposed durations which were months less than specified. There was still a wide disparity in the proposed durations. When averaged together, the revised bids actually understated the allowable duration.

51) The pattern troubling to Kassoff in the original solicitation was repeated when bids were resolicited.

52) Another reason cited to substantiate Kassoff's rejection of the 1,121 day duration was his conclusion that contractors could devote more time to the project because of the low level of work available. There was no evidence offered at the hearing to demonstrate that the amount of available work dropped dramatically from the fall of 1990 to the fall of 1991.

53) This State has a competitive sealed bidding procurement system. The information obtained in these bids is protected up to bid opening. The State, in adopting this system obtains the best price from responsible bidders based upon the integrity of the system and the contracting communities belief that the bidding process is meaningful. The bidding process cannot be used to obtain information from bidders with the purpose to use the information revealed for a second resolicitation of the same work. To do this would create an auction. If

the State wanted an auction process for procurement appropriate legislation and regulations to provide for that type of system would have to be enacted. The purpose of COMAR is to prevent an auction and put all bidders on an equal playing field by competitive sealed bids.

54) Here information obtained from bidders was used to create a second solicitation to ensure a shorter contract duration, and, thereby, directly affect the actual contract price. While using the information in this case could have the affect of reducing the overall cost of the project (note the work is not completed so the actual number of days of construction is still unknown) the ensuing affect on other procurement contracts could be disastrous. There would be no incentive for bidders to offer their best and lowest bid. Bidders must know the rules for bidding. Rejection of all bids simply to obtain a different price is not provided for under the General Procurement Law. To use the information from open bids for rebidding substantially the same work is arbitrary and constitutes a breach of trust expected by the bidders from the agency as set forth in the General Procurement Law.

55) Use of the bid information for this type of purpose is not reasonably expected by the bidders and contrary to the General Procurement Law. It is the unreasonable use of this information which is arbitrary

and violates the trust the bidding public has in the General Procurement Law.

56) A secondary reason emerged in late December of 1991, with the passage of the Federal Intermodal Surface Transportation Efficiency Act. Within weeks the S.H.A. concluded that the project would qualify for federal funds, and that the only way it could do so was by resolicitation and readvertisement.

57) Administrator Kassoff stated that the precise amount of federal participation is not yet known on this project. Williams' bid was rejected on his findings that federal money would be forthcoming, and that federal money could not be applied to a state project without readvertisement. Both findings proved to be correct.

58) S.H.A. was receiving monthly information as to cash flow for its state funded projects. During September through January the projections grew more certain that the State was without sufficient funds for this project.

S.H.A. was equivocal during this period, and kept bidders unaware and dangling until January, when the final decision to reject all bids was made. Ironically, without the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) this project would not have proceeded.

59) The requirement to advertise before solicitation is mandated by federal law and its waiver is beyond the

power of S.H.A. Clearly, to obtain federal funds this project was required to be readvertised. S.H.A.'s decision to reject all bids based on this fiscal need is reasonable. Clearly, without federal funds available on December 18, 1991, S.H.A. could have properly rejected all bids since the State had no funds. See COMAR 21.06.02.02C(1)(b).

60) The Board also finds that while several reasons are given to support the decision to reject all bids, the controlling reason, which resulted in the ultimate decision to reject all bids was fiscal; not the number of days nor the ancillary changes in work. The equivocation by S.H.A. after learning of the duration of work disparity did not immediately result in the rejection of bids.

61) If S.H.A. was desirous to reject all bids based upon duration, they had all of the information on October 8th. They did not reject all bids based solely on that ground. It was the cash flow projections of the State in December, and the availability of Federal Funds in December, which resulted in rejection of all bids. The Board finds that S.H.A.'s decision to reject all bids for fiscal reasons in January is supported by the record and was not driven by the arbitrary use of information from the open bids on October 8th.

62) The change to some work was an afterthought

following the decision to reject all bids based on fiscal grounds. S.H.A. had decided to reject all bids and took that opportunity to improve its contract documents.

63) Therefore, the appeal is denied.

Dated: 5/19/92

Neal E. Malone

Neal E. Malone  
Board Member

I concur:

Robert B. Harrison III

Robert B. Harrison III  
Chairman

Sheldon H. Press

Sheldon H. Press  
Board Member

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I certify that the foregoing is a true copy of the Maryland State Board of Contract Appeals decision in MSBCA 1639, appeal of WILLIAMS CONSTRUCTION COMPANY, INC., under SHA Contract No. P-732-502-371.

Dated: May 20, 1992

Mary F. Priscilla

Mary F. Priscilla  
Recorder