

BEFORE THE MARYLAND STATE BOARD OF CONTRACT APPEALS

In the Appeal of	*	
Aircraft Service International	*	
d/b/a Menzies Aviation	*	Docket No. MSBCA 3229
Under MAA RFP for	*	
Contract No. MAA-MC-23-016	*	
Appearance for Appellant	*	Julia Di Vito, Esq.¹
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	*	Washington, DC 20007
Appearance for Respondent	*	Gary S. Posner, Esq.
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	*	Baltimore, Maryland 21202
* * * * *		

OPINION AND ORDER BY MEMBER KREIS

The Board conducted a merits hearing in this Appeal on March 8, 2023. After considering all witness testimony, the admitted exhibits, and the arguments made by counsel, the Board denies this Appeal.

PROCEDURAL BACKGROUND AND FINDINGS OF FACT

In March 2022, the Maryland Department of Transportation Maryland Aviation Administration (“Respondent” or “MAA”) issued a Request for Proposals (“RFP”) on Contract No. MAA-MC-23-016 Consolidated Mechanical Systems Operations, Repair, and Maintenance at Baltimore/Washington International Thurgood Marshall (“BWI”) and Martin State (“MTN”) Airports (collectively “Airports”). The work to be awarded was:

¹ Ms. Di Vito, who was counsel of record at the hearing and who conducted all witness examinations and arguments on behalf of Appellant, has since withdrawn her appearance from this Appeal.

[A]ll necessary labor, supervision experience, expertise, equipment, supplies, consumables, tools, miscellaneous expenses, insurance, bonding, vehicles/transportation required to perform operations, corrective repair and replacement, as well as preventative, routine and emergency maintenance and inspection to assure the safe and proper operation and maintenance of the equipment at [the Airports]

RFP, p. 1, Technical Provision (“TP”) 1.01(A).

The RFP further advised potential offerors that the procurement officer (“PO”) would recommend award of the Contract to the Qualified Offeror whose proposal was determined to be most advantageous to the State, after considering the technical evaluation factors set forth in the RFP and price. In making this determination, technical factors were more important than price.

The evaluation factors were set forth in TP 1.03, in descending order of importance, as follows:

1. Contractor’s Qualifications
2. Management Plan
3. Staffing and Qualifications of Personnel
4. Oral Presentation
5. Maintenance Program
6. Quality Control
7. Economic Benefits

Additionally, offerors exceeding minimum qualifications could be given greater consideration.

Aircraft Service International d/b/a Menzies Aviation (“Appellant” or “Menzies”) and one other offeror, Elite Line Services (“Elite”), timely submitted their technical proposals. MAA reviewed the initial proposals and requested Best and Final Offers (“BAFO1”), which both Menzies and Elite submitted on June 16, 2022. Both offerors then completed oral presentations before MAA. Next, both Menzies and Elite submitted financial proposals on June 29, 2022. After reviewing them, MAA requested Financial BAFOS (“BAFO2”), which both offerors provided.

MAA’s evaluation committee (“EC”) evaluated the two technical proposals using the criteria set forth in the RFP. After noting the strengths and weaknesses of each technical proposal,

the EC ranked Elite's proposal 1st and Menzies's proposal 2nd. Next, the EC opened the financial proposals and ranked Menzies 1st (\$23,820,505.24) and Elite 2nd (\$25,179,002.92).

The PO considered the strengths and weaknesses identified by the EC and conducted her own review of both offerors' technical and financial proposals. Although she determined that both offerors were reasonably susceptible for award, after giving technical factors more weight than price, the PO concluded that Elite's technical superiority outweighed Menzies's lower price (by \$1,358,497.68), meriting a 1st overall ranking, and recommended Elite for award.

On August 23, 2022, the PO sent Menzies a letter advising it that Elite had been selected for award and offering the opportunity for a debriefing on September 2, 2022 to discuss Menzies's proposal. Menzies confirmed its intention to attend the debriefing.

Prior to the debriefing, on August 30, 2022, MAA received a bid protest letter from Menzies, which was sent to the PO via electronic mail only ("Initial Protest").² After the debriefing occurred on September 2, 2022, MAA received, again via electronic mail only, a letter from Menzies dated September 9, 2022 entitled First Supplement to August 30, 2022 Bid Protest ("Supplemental Protest") (collectively with the Initial Protest, "Protests"). The Protests presented a plethora of issues, which often overlapped or were repetitive. In sum and substance, Menzies asserted that both the evaluation process as well as the PO's most advantageous to the State determination that resulted in recommending award to Elite were biased, arbitrary, capricious, unreasonable, or unlawful.

² Since the debriefing was scheduled for more than 7 days after the receipt of the August 23, 2022 notice of non-award, it appears that Menzies filed the Initial Protest ahead of the debriefing to avoid missing the deadline under COMAR 21.10.02.03B, which requires that a protest "shall be filed not later than 7 days after the basis for protest is known or should have been known, whichever is earlier." In the Initial Protest, Menzies mentioned that it expected additional information to become available after the September 2, 2022 debriefing.

MAA denied the Protests in the PO's Final Decision letter issued on November 21, 2022 ("PO Decision"). As a threshold matter, the PO found that Menzies did not file a timely protest because it had submitted the Protests by electronic mail only. The PO further found Menzies failed to attach sufficient information to support the Protests as required by COMAR 21.10.02.04D. On the merits, the PO found MAA's decision not to recommend award to Menzies complied with the terms of the RFP and was not arbitrary or capricious.

Menzies timely noted its Appeal to this Board on November 30, 2022. At the merits hearing conducted on March 8, 2023, Appellant called two witnesses: Susan Whalen, the General Manager of Menzies, and Karen Davis, Deputy Director of MAA's Office of Procurement and Materials Management and the PO on the procurement at issue.

Ms. Whalen testified at length about her role at Menzies and her knowledge concerning Menzies's working relationship with MAA at BWI as the incumbent contractor. She has been in the airport service business for 37 years, including 10 years at MAA. She has been employed by Menzies since 2019 and is ultimately responsible for the entire operation of Menzies at BWI under the incumbent contract. Ms. Whalen repeatedly emphasized that Menzies has a good relationship with MAA at BWI and stated that because MAA is familiar with Menzies's past performance and exemplary service as the incumbent contractor for nearly 40 years, MAA should know that Menzies could continue to perform substantially the same work under the new RFP at issue.

MAA spent an inordinate amount of time cross-examining Ms. Whalen about her personal opinions regarding the strengths and weaknesses of Menzies's technical proposal that were identified by the EC and the PO. In that regard, the Board does not find her testimony particularly helpful in deciding whether the PO's decision was arbitrary, capricious, unreasonable, or unlawful. This is particularly so given that the PO was available and, indeed, testified later in the hearing.

The PO testified she was the sole point of contact on this RFP. The EC consisted of four individuals, three of whom were voting members and one was a technical advisor. Each voting member separately assigned a score from 1-10 (10 being the highest) on the scoring chart provided. The scores were then put on a spreadsheet where the average score for each category was multiplied by the weight for that category to obtain a final score. Strengths and weaknesses charts were prepared after the technical proposals were evaluated. The EC then ranked the technical proposals (Elite #1 and Menzies #2). After the offerors submitted their BAFO2, financial proposals were ranked (Menzies #1 and Elite #2).

The PO and EC then discussed which proposal was the most advantageous to the State. The PO reviewed the EC's evaluations and then conducted her own evaluation. She confirmed that the evaluators' scores were generally consistent across all elements evaluated. After considering the cost versus technical factors and, giving technical more weight as was required in the RFP, she determined that Elite provided the most advantageous proposal to the State and recommended it for award.

Ms. Davis testified regarding the underlying rationale for her conclusion that Elite was technically superior to Menzies. Based on the technical proposal as well as the oral presentation, she was persuaded that Elite's proposal to use predictive maintenance as part of its maintenance program at BWI would add significant value. She believed that Elite's predictive maintenance would detect any operational issues sooner, help prevent component failures, and thereby reduce using the extra work allowance in the contract. Although predictive maintenance was not spelled out as a requirement of the maintenance program, the PO was impressed by Elite's offer and use of innovative methods to provide forward-looking solutions. The RFP put Menzies on notice that offers exceeding the minimum qualifications may be given greater weight. Not only did Menzies's

proposal not offer any comparable solution to Elite’s predictive maintenance, but when Menzies was asked about it at the oral presentation, Menzies failed to provide a response indicating any level of comprehension about such a program. Instead, Menzies always relied on its experience and satisfactory performance under the incumbent contract.

Ultimately, the PO’s award decision was based on Elite’s previously identified strengths including, but not limited to, its experience at 40 airports, its existing dealer agreements, and its quality control program. As the PO testified, Elite’s key staff did an extraordinary job at the oral presentation and its technical proposal spoke to Elite’s years of experience and professionalism.

Finally, the PO testified that Elite’s financial proposal was only 1% percent higher than the existing MAA contract, and only about 5% higher than Menzies’s financial proposal.

STANDARD OF REVIEW

A procurement officer’s decision will be overturned only if it is shown by a preponderance of the evidence that the agency action was biased, or that the action was arbitrary, capricious, unreasonable, or in violation of law. *See Hunt Reporting*, MSBCA No. 2783 (2012).

DISCUSSION

I. The Protests were Timely Filed.

With limited exceptions not applicable to this Appeal, COMAR 21.10.02.03B requires that “protests shall be filed not later than 7 days after the basis for the protest is known or should have been known, whichever is earlier.” The parties do not dispute that Menzies emailed the Initial Protest within seven days after it received the notice of MAA’s non-award decision, and that Menzies emailed the Supplemental Protest within seven days after the debriefing.

COMAR 21.10.02.02C provides that “[a] protest may be filed in writing and delivered by hand, electronic means, the U.S. Postal Service, or a courier service.” Menzies claims that this

regulation is controlling here. MAA disagrees and contends that it must be read in concert with COMAR 21.03.05 which further qualifies the use of electronic transactions in all procurements.

COMAR 21.03.05.02A requires a solicitation or contract to state whether electronic transactions are permitted or required and prohibits their use if not so specified.³ COMAR 21.03.05.03 provides further:

A. An attempt by a bidder, offeror, or contractor to conduct an electronic procurement transaction may not be considered by the procurement officer unless the solicitation or contract specifically authorizes the electronic means for the specified transaction.

B. An attempt by a bidder, offeror, or contractor to conduct a transaction by electronic means, including any acknowledgement, bid, proposal, protest, or claim, does not satisfy the requirements of this title unless the solicitation or contract specifically authorizes the use of the electronic means for the specified transaction.

MAA argues that, even though COMAR 21.10.02.02C specifically states that a protest “may” be filed by electronic means, electronic means are only allowed if specifically stated in the RFP. MAA claims that such permissive language was absent in this RFP.

We disagree. The Board finds that the RFP, through Special Provision (“SP”) 1.21, specifically authorizes protests to be filed by electronic means. SP-1.21(A) states: “[a]ll protests relating to this solicitation, the selections and/or award must be filed in writing with the appropriate Administration, and within the time limitations set forth in COMAR 21.10.07 and 21.10.02....” The RFP then in SP-1.21(B) states: “[t]he specific details of the protest procedures to be followed by aggrieved actual or prospective bidders, or offerors is contained in COMAR 21.10.” COMAR 21.10, which includes 21.10.02.02C, allows protests to be filed by electronic means, and electronic means includes electronic mail. The RFP directed offerors to follow COMAR 21.10 in filing a bid

³ Electronic means includes, but is not limited to, electronic mail, and a protest is a procurement transaction. See COMAR 21.03.05.02.B(2)(b) and COMAR 21.03.05.01.B(6).

protest. The Board finds this incorporation by reference complies with the requirements set forth in COMAR 21.03.05.02 & 03.

Accordingly, we conclude that both the Initial Protest and the Supplemental Protest were timely and properly filed as allowed by the RFP.

II. The Protests Complied with COMAR 21.10.02.04.

MAA contends that the Protests failed to comply with COMAR 21.10.02.04D because they lack sufficient supporting exhibits, evidence, or documents to substantiate the reasons for the Protests. Menzies responds that the bases of its Protests are MAA's findings, as outlined in the August 23, 2022 notice of non-selection and discussed at the September 2, 2020 debriefing, and that such findings were arbitrary, capricious, unreasonable, and inconsistent with the RFP and the content of Menzies's proposal. Menzies claims that MAA already possessed all the information necessary to address the Protests.

The Board finds the Protests were sufficiently detailed and complied with COMAR 21.10.02.04. Not including exhibits, the Initial Protest was twelve (12) pages and the Supplemental Protest was eight (8) pages. They identified many issues and exhaustively discussed all the reasons why Menzies believed MAA's decision was wrong. We do not find these to be vague placeholder protests. The PO had no trouble rendering a comprehensive decision addressing the merits of all issues raised in the Protests. Under COMAR 21.10.02.06, if a PO is presented with a protest so lacking in substantiation or support that she cannot properly formulate a response, she can always request additional information or substantiation necessary to properly issue a decision. Here, no such request was made. Accordingly, the Board finds the Protests met all the requirements of COMAR 21.10.02.04.

III. Board Lacks Authority to Grant a Portion of the Relief Requested by Menzies.

As part of the relief sought in this Appeal, Menzies requests that the Board “[p]reclude and prohibit MAA from making any award under the RFP while this appeal is under consideration and remains pending pursuant to COMAR 21.10.02.11.” This request for injunctive relief cannot be granted because it exceeds this Board’s authority, which “is limited to determining whether a violation of the procurement law has occurred, and does not extend to determining what remedy, if any, is warranted” See *Zillion Technologies, Inc.*, MSBCA No. 3210 at 8 (Oct. 6, 2022).

IV. MAA’s Evaluation of Menzies’s Technical Proposal was Not Arbitrary or Capricious.

Menzies argues that MAA’s evaluation of its proposal under the Contractor Qualifications, Staffing and Qualifications of Personnel, and Oral Presentation factors was arbitrary, capricious, and inconsistent with the RFP. Pervasive throughout this entire Appeal is Menzies’s heavy reliance on its experience as the incumbent contractor. As we specifically address each of Menzies’s arguments below, we are mindful that a PO can only make a recommendation for award based on the information before it; therefore, an incumbent offeror must provide a comprehensive response to all information requested. It cannot rely on unstated information that MAA may or may not have concerning Menzies’s or its employees’ experience or qualifications.

Contractor’s Qualifications

MAA found Menzies’s limited experience outside of BWI to be a weakness. Outside of BWI, MAA found Menzies had “[e]xperience with similar smaller scope of services at two other airports” and that its “reduced scope of services at other airports does not include CBIS [checked baggage inspection system].”⁴ Menzies contends that if this limited experience could have negatively impacted it, that it would not have been able to successfully perform the services as the

⁴ By way of comparison, Elite was working at 40 different airports, including some of the busiest in the United States.

incumbent contractor at BWI for the last 40 years. In fact, it claims that its experience at BWI proves it is qualified to continue to perform the services at BWI.

The PO did not discount Menzies's experience at BWI. In the Debriefing Strengths and Weaknesses document admitted as Exhibit 31, "Incumbent Contractor with 40 years of experience at BWI Thurgood Marshall" was identified as a strength. However, the identification of this strength, a finding that it demonstrated the minimum five (5) years of experience required in the RFP, and a finding that it was reasonably susceptible of award, does not invalidate the PO's finding that it lacked depth and industry experience outside of its past work at BWI. If an incumbent could rely solely on its experience as the incumbent, it would be almost impossible for a competing offeror to win the contract if the incumbent submitted a responsive proposal with a low price.

After reviewing Menzies's technical proposal, its response to BAFO1, and listening to its oral presentation, the PO reasonably determined that Menzies lacked a depth of experience beyond BWI and fell short of demonstrating an ability to perform at an optimal level as it relates to continuous improvement methods and innovative industry practices. The PO felt that Menzies was satisfied with the status quo. The Board finds it was reasonable for the PO to believe that Menzies's limited experience at other airports constituted a weakness.

Staffing and Qualifications of Personnel

Menzies claims that MAA arbitrarily and capriciously applied unwarranted weaknesses to several of the key personnel that it identified in its proposal. Specifically, MAA found that the proposed Assistant Project Manager had limited managerial experience, the Office Manager had no invoice approval/process/tracking experience, the Inventory Control agent had no stated Maximo experience, the Control Engineer had demonstrated no controls engineer experience, and two of the three Supervisors had demonstrated no supervisory experience.

In the Final Decision, the PO addressed how the strengths and weaknesses of Menzies's key personnel were discussed at the debriefing.

The proposed Assistant Project Manager has 42 years of experience in aviation mechanics; however, based on the technical proposal, only four years of managerial experience was demonstrated over the entire career. The proposed Office Manager, with 29 years' experience in time critical logistic services and data management, did not demonstrate invoice approval process and tracking experience, which was a core function for this large-scale operation. Based on the technical proposal, the proposed Inventory Control/Purchasing Agent did not demonstrate Maximo experience. . . . Based on Menzies technical proposal, while the proposed Controls Engineer has over 17 years' experience in the conveyor maintenance field, there is no experience as a Controls Engineer detailed in the technical proposal. . . . Finally, based on the technical proposal two of the three proposed supervisors did not demonstrate supervisory experience.

Hearing Ex. #25 (PO Decision at pp. 14-15).

Once again Menzies attempted to rely on its incumbency to attack MAA's evaluation process. It alleged that it was unreasonable for MAA to find that the Controls Engineer and Supervisors lacked experience in their proposed positions when MAA was aware that they were already serving in those positions at BWI. Additionally, at the hearing, Ms. Whalen and the PO provided limited testimony that some of the other key personnel proposed by Menzies in fact had qualifications above and beyond what was written in its technical proposal. However, MAA is not allowed to read into Menzies's technical proposal information not included in it. Furthermore, the PO's evaluation cannot be challenged based on information concerning proposed key personnel that Menzies possessed at the time it submitted its technical proposal but did not bring to her attention until the debriefing, the Protests, or the Appeal hearing. It is the responsibility of the offerors, including incumbents, to ensure that their proposals are responsive to the evaluation criteria and contain all information they want to be considered in the selection process. Based on the information presented in Menzies's technical proposal, the Board finds that it was reasonable for the PO to assign weaknesses to several of Menzies's proposed key personnel.

Oral Presentation

In the June 9, 2022 request for BAFOI letter, MAA invited Menzies to an oral presentation, which consisted of a 40-minute proposal presentation and a 20-minute Q&A/discussion period.

At a minimum, the proposal presentation was to address the following topics:

1. Key staff and why the proposed individuals are the best candidate for this project.
2. Proposed subcontractors and your experience working with them.
3. Overall Technical Solution.
4. Conclusion – Summarize Top 3 Reasons we should select your firm for this project.

Ms. Whalen testified that Menzies addressed the required points in its oral presentation and answered all technical questions it was asked. For this reason, Menzies contends that it was arbitrary, capricious, and unreasonable for MAA to find that its oral presentation was “lackluster,” vague, lacked detail, contained no fresh ideas, and failed to demonstrate an understanding of predictive maintenance and how it could reduce downtime and produce cost savings. Menzies contends assigning these as weaknesses was inconsistent with MAA’s contemporaneous finding that Menzies’s knowledge as an existing contractor at BWI was a strength. Menzies’s defense to this “lackluster” criticism is that it did not know the oral presentation had to be “a show” and, in any event, it had nothing new to say because its written proposal said it all.

In our view, Menzies’s arguments on this issue demonstrate a clear misunderstanding of the purpose and importance of an oral presentation in the evaluation process. It is not a mere regurgitation of the written technical proposal but, rather, it is an important evaluated and scored criteria. It is an opportunity for the offeror to present the strengths of its key personnel and subcontractors, to promote why its proposed technical solutions are best, and to point out what differentiates the offeror from all other competitors. Finally, it provides an opportunity to respond

to questions and any concerns raised regarding an offeror's ability to perform at an optimal level going forward.

Once again, the foundation of Menzies's presentation was the length of its incumbency at BWI. The PO, however, was looking for more than maintaining the status quo. She wanted to know more about key personnel, more about future process improvements, innovations, and ways to save money. Menzies was not downgraded because its oral presentation lacked flair. It was downgraded because its presentation lacked substance and fresh ideas. The strengths and weaknesses assessed by the PO were reasonable.

After considering all the evaluation improprieties alleged by Menzies, the Board finds that the PO's evaluation of Menzies's technical proposal was not arbitrary, capricious, unreasonable, or in violation of law. Menzies produced no evidence to support its allegations. The best it could do was argue that the PO's evaluation process was too subjective. However, the process of weighing technical merit is inherently subjective and is left to the discretion of the PO who is in the best position to understand the needs of the State. It is not the Board's job to act as a procurement super evaluation committee. *See Eisner Communications, Inc.*, MSBCA 2438, 2442 & 2445 at 19-20 (2005).

V. MAA's Most Advantageous to the State Determination was Reasonable.

Menzies has argued that SP-1.19(a) requires that the contract be awarded to the lowest responsible and responsive bidder. That provision is not applicable to this solicitation because this is not an invitation for bids, but an RFP. TP-1.02(A), which states that the contract will be awarded in accordance with the "**Instruction [to] Offerors**" is controlling.

Recommended Award. The Procurement Officer intends to recommend award of the Contract to the Qualified Offeror(s) whose Proposal is determined to be most advantageous to the state, considering the technical evaluation factors set forth in

this RFP, and price. In making this determination, technical factors are more important than price.

Instruction to Offerors at p. 4 ¶ 4. At the hearing, Menzies acknowledged the appropriate process to be used in making a recommendation for award but contended that MAA's conclusion that Elite's proposal represents the most advantageous proposal to the State was arbitrary, capricious, and unsupported by MAA's stated reasoning.

Menzies first claimed that its technical ranking of #2 was flawed because MAA's technical evaluation was flawed, which in turn caused the most advantageous to the State determination to be flawed. Next, Menzies claimed that MAA failed to take into consideration the actual price difference between Menzies's and Elite's price proposals (5.7% or \$1,358,497.68), and instead, only compared Elite's proposal to Menzies's incumbent contract, finding that Elite's proposal was only 1% higher. Finally, Menzies claimed that MAA improperly based its decision on speculative future cost savings which might be realized as a result of Elite's proposed predictive maintenance program.

We have already found *supra* that MAA's evaluation of Menzies's technical evaluation was not flawed and, therefore, it follows that it was not improper for the PO to consider Menzies's technical ranking in making her most advantageous to the State determination. Additionally, although the PO admittedly compared Elite's price to the incumbent contract price, she testified that she "absolutely" also compared Elite's price proposal to Menzies's price proposal in performing her most advantageous to the State analysis.

The PO further confirmed that Elite's predictive maintenance plan, something Menzies was not proposing, was a substantial strength weighing in Elite's favor. Although predictive maintenance was not specifically required under the minimum requirements, all offerors were on

notice that offerors exceeding minimum qualifications may be given greater consideration. The PO testified that when looking at cost versus technical:

[O]verall it [sic] in my opinion Elite provided the most advantageous proposal because of all that they offered including their maintenance plan. I looked at the cost benefit. The fact that the maintenance plan provided for a benefit of up time. The predictive maintenance which may detect issues sooner which subsequently should prevent component failures which in essence will reduce using extra work allowance for those equipment replacements, and overall customer service aspect that the – this project provides. We have major systems that are up and running, and not down for maintenance. So it provides higher customer satisfaction. In addition to all of the suggested continuous improvements to move the airport forward. I thought that the benefit technically was a superior value to select the more expensive offer, and with all that this superior offer was in fact only one percent higher than the 2015 proposal.

Hearing Transcript at 125:1-18. The Board acknowledges that potential cost savings based on a predictive maintenance plan that has not previously been implemented is, by its nature, speculative, but that is not a basis for the Board to second guess the PO's well-thought-out determination to favorably consider Elite's predictive maintenance plan in making her most advantageous to the State determination. This Board has previously recognized:

The obligation to conduct a cost-benefit analysis is not an onerous one. It merely mandates that the agency accurately computes or projects and thereafter takes into consideration the cost of each proposal, giving deliberate and intelligent attention to whether a difference in higher cost to the State is justified by the added value of purchasing the more expensive option.

L-1 Secure Credentialing, Inc., MSBCA No. 2793 at 34 (2012). The PO reviewed the EC's evaluations and conducted her own evaluation. She performed a cost-benefit analysis, giving technical proficiency more weight than price as required in the RFP, before recommending Elite for award. This Board finds nothing arbitrary, capricious, unreasonable, or unlawful about the PO's determination.

CONCLUSION

The Board denies Appellant’s Initial Protest and Supplemental Protest on all grounds because the Appellant failed to prove by a preponderance of the evidence that the PO was biased, or that her decision was arbitrary, capricious, unreasonable, or unlawful.

ORDER

Based on the foregoing, it is this 21st day of April, 2023 hereby:

ORDERED that Appellant’s Initial Protest and Supplemental Protest are DENIED; and it is further

ORDERED that a copy of any papers filed by any party in any subsequent action for judicial review shall be provided to the Board, together with a copy of any court orders issued by the reviewing court.

/s/
Lawrence F. Kreis, Jr., Member

I concur:

/s/
Michael L. Carnahan, Jr., Member

/s/
Sonia Cho, 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 Opinion and Order in MSBCA No. 3229, Appeal of Aircraft Service International d/b/a Menzies Aviation under Maryland Aviation Administration RFP for Contract No. MAA-MC-23-016.

Date: April 21, 2023

_____/s/
Michael A. Dosch, Jr.
Deputy Clerk