

Honorable Arthur B. Price, Mayor Ex Officio (cont'd)

"Further citations of the authorities would be superfluous to support the proposition that, where a body such as the Board of Awards, clothed with discretionary powers, acts within the power conferred by law and without taint of fraudulent, collusive, or arbitrary conduct, its conclusions, even if mistaken, are not reviewable by the courts."

SEE ALSO: Packard vs. Hayes, 94 Md. 233; Konig vs. Baltimore, 128 Md. 465; Hanna vs. Board of Education of Wicomico County, 200 Md. 49.

In 19 R.C.L. 1070, relative to the phrase "lowest responsible bidder" it is stated:

"When a statute requires municipal contracts to be awarded to the 'lowest responsible bidder' it does not compel the municipality to award a contract to the lowest bidder who is financially responsible or who is able to produce responsible sureties. What the public desires is a well constructed work, and a law suit against even a responsible defendant is a poor substitute. Such a statute, it is held, invests the municipal authorities with a discretionary power to pass upon the honesty, skill and competency of the respective bidders, and the court will not interfere with the exercise of this discretion. The determination of who is the lowest responsible bidder for a municipal contract does not, however, rest in the exercise of an arbitrary, unlimited discretion of the officer or board awarding the contract, but upon the exercise of a bona fide judgment based on facts tending reasonably to support such determination."

We are of the opinion that our Charter requirements, that public work contracts be let to the lowest responsible bidder, are intended to secure the best improvements at the lowest cost and to prevent fraud, favoritism and extravagance. This opinion is supported by 63 C.J.S. Section 1157. It is further stated in 63 C.J.S. Section 1157, that in order to justify the rejection of the lowest bid there must be such evidence of the irresponsibility of the lowest bidder as would justify a belief on the part of reasonable men that it is not for the best interests of the municipality to award the contract to the lowest bidder. See Paterson Contracting Co. v. Hackensack, supra.

Further help in the determination of the meaning of the phrase "lowest responsible bidder" is found in 63 C.J.S. Section 1157, wherein it is stated:

"In determining who is the 'lowest responsible bidder' or the lowest and best bidder, the proper municipal authorities have a wide discretion which will not be controlled by the courts except for arbitrary exercise, manifest abuse, clear transgression of power, fraud, or according to the decisions on the question of collusion, and provided the determination is in good faith based on appropriate facts, is in the public interest, and is not influenced by motives of personal favoritism or ill will."