

MINUTES

REGULAR MEETING

Honorable Bernard C. "Jack" Young, President
Honorable Stephanie Rawlings-Blake, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
George A. Nilson, City Solicitor
Alfred H. Foxx, Director of Public Works
David E. Ralph, Deputy City Solicitor
Ben Meli, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

The meeting was called to order by the President.

In the temporary absence of Ms. Joan M. Pratt, Comptroller and Secretary, from 9:33 a.m. to 9:57 a.m., Ms. Bernice H. Taylor, Deputy Comptroller and Clerk, sat and acted on her behalf.

President: "I will direct the Board members attention to the memorandum from my office dated August 12, 2013, identifying matters to be considered as routine agenda items, together with any corrections and additions that have been noted, excuse me, by the Deputy Comptroller. I will entertain a motion to approve all of the items contained on the routine agenda."

City Solicitor: "Move approval of all items on the routine agenda."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed NAY. The routine agenda has been adopted."

MINUTES

BOARDS AND COMMISSIONS1. Prequalification of Contractors

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on October 31, 1991, the following contractors are recommended:

Benfield Electric Co., Inc.	\$	8,000,000.00
CB Flooring, LLC	\$	50,481,000.00
Freyssinet, Inc.	\$	8,000,000.00
Highland Turf, Inc.	\$	1,500,000.00
t/a HTI Contractors		
Kor-Ko, Ltd.	\$	972,000.00
McLean Contracting Company	\$	228,042,000.00
Northeast Remsco	\$	96,534,000.00
Construction, Inc.		
Royale Construction, Inc.	\$	5,949,000.00
Soil and Land Use	\$	1,500,000.00
Technology, Inc.		

There being no objections the Board, UPON MOTION duly made and seconded, approved the prequalification of contractors and architects and engineers for the listed firms.

MINUTES

Dept. of Communication Services - Expenditure Authorization
Municipal Post Office (MPO)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize payment, by Expenditure Authorization, for the NCOALink Mail Processing License renewal with the United States Postal Service (USPS). The period of the renewal is October 01, 2013 through September 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$ 8,300.00 - 2032-000000-1330-158400-605008

BACKGROUND/EXPLANATION:

The Department of Communication Services, Municipal Post Office has an NCOALink license from the USPS to provide updated and accurate address information for mail processed by the MPO on behalf of the City. With accurate addresses on mail and mail addressed in conformance with USPS regulations, the City can reduce mailing costs. The data used to update addresses are the exclusive property of the USPS and can only be obtained through their licensed products.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized payment, by Expenditure Authorization, for the NCOALink Mail Processing License renewal with the United States Postal Service.

MINUTESLaw Department - Settlement Agreement and Release

The Board is requested to approve the claim settlement agreement and release for the following claim.

1. Charles Smith, v. Mayor and City Council of Baltimore \$60,135.00

The settlement agreement and release has been reviewed and approved by the Settlement Committee of the Law Department.

Account No. 2044-000000-1450-672078-603070-603070

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the claim settlement agreement and release for the foregoing claim.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development - Options</u>			
1. Jose S. Miranda	1617 Harlem Avenue	L/H	\$ 4,000.00
Funds are available in Account 9910-908044-9588-900000-704040, AG Demolition Project.			
2. Mabel G. Olds	936 N. Bradford St.	F/S	\$14,000.00
Funds are available in account 9910-908044-9588-900000-704040, Milton-Montford Project.			
3. Charles Muskin, Trustee	2027 E. Chase St.	G/R \$42.00	\$ 385.00
Funds are available in account 9910-906416-9588-900000-704040, EBDI Phase II Project.			
4. Charles Muskin, Trustee	916 N. Duncan St.	G/R \$22.00	\$ 201.30
Funds are available in account 9910-906416-9588-900000-704040, EBDI Phase II Project.			

In the event that the option agreement/s fail and settlement cannot be achieved, the Department requests the Board's approval to purchase the interest in the above property/ies by condemnation proceedings for an amount equal to or lesser than the option amounts.

UPON MOTION duly made and seconded, the Board approved the foregoing options.

MINUTES

Department of Housing and - Grant Award
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of Order No. 85187 from the Maryland Public Service Commission (PSC) awarding funds to four City agencies. The Board is also requested to accept Order No. 85636 of the PSC establishing the first payment schedule for the Customer Investment Fund beginning in the first quarter of Fiscal Year 2014.

AMOUNT OF MONEY AND SOURCE:

\$20,088,482.00 - 5000-594014-5970
 Dept. of Housing and Community Development

15,589,665.00 - 5000-594014-1981
 Dept. of General Services

13,386,194.00 - 5000-594014-1875
 Dept. of Planning

3,811,963.00 - 5000-594014-1191
 Mayor's Office of Human Services

\$52,876,304.00 - Grant Award

BACKGROUND/EXPLANATION:

In the matter of the merger between Exelon Corporation and Constellation Energy Group Inc., the PSC ordered that a \$113,000,000.00 Customer Investment Fund be created for the entire territory of the Baltimore Gas and Electric Company to address the energy problems of low-income families and communities. Mayor Stephanie Rawlings-Blake directed four City agencies to work together with assistance from the Law Department to craft an integrated and innovative proposal. The result was the CREATES (Coordinating Resources to Effectively

MINUTES

DHCD - cont'd

Align and Transform Energy Services) Program. The Mayor's Office of Human Services, the Department of Planning, the Department of Housing and Community Development, and the Department of General Services were collectively awarded \$52,876,304.00 over the next three years. These funds will accomplish the following, among other things:

- Non-profit agencies will save on their utility bills and re-invest those savings into services for low-income families and neighborhoods.
- Small businesses can receive energy retrofit loans.
- Creative cogeneration will lower municipal utility bills and create energy for municipal needs at certain City facilities.
- Fifteen thousand families will learn to save energy with the aid of low-cost programmable thermostats and in-home education.
- Thousands of families will be screened for all the benefits to which they are entitled and receive application assistance.
- Families denied weatherization in the past due to roofing, plumbing, and structural problems will now be helped.
- Over one thousand families with heating systems will be converted from oil to natural gas heating and save on average \$970.00 per year.
- Families with financial challenges and unpaid utility bills will receive more focused assistance and case management.
- Energy conservation education and action will spread to churches, schools, community associations as well as households.
- White roofing will be installed and new trees will be planted in urban heat zones.
- Health and safety home improvements will be integrated with weatherization through public and private partners.

MINUTES

DHCD - cont'd

In making its award, the PSC stated "We approve a total of \$52,876,304.00 for eight proposals offered by Baltimore City. The City's numerous proposals were incorporated into a comprehensive, integrated and coordinated program entitled Coordinating Resources to Effectively Align and Transform Energy Services or 'CREATES'. We appreciated the breadth and detail contained in the City's proposal submission, and especially liked the way in which the individual components of the program coordinated with each other to maximize effectiveness and minimize administrative costs."

MBE/WBE PARTICIPATION:

Article 5, Subtitle 28 of the Baltimore City Code for Minority and Women's Business Opportunity is fully applicable and no request for waiver or exception has been made.

UPON MOTION duly made and seconded, the Board approved acceptance of Order No. 85187 from the Maryland Public Service Commission (PSC) awarding funds to four City agencies. The Board is also requested to accept Order No. 85636 of the PSC establishing the first payment schedule for the Customer Investment Fund beginning in the first quarter of Fiscal Year 2014.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a land disposition agreement with Max Daddy, LLC, for the sale of City-owned property located at 1407 E. Baltimore Street.

AMOUNT OF MONEY AND SOURCE:

\$15,000.00 - Purchase Price

BACKGROUND/EXPLANATION:

The City will convey all of its rights, title, and interest in the property for the amount of \$15,000.00 which will be paid to the City at the time of settlement. The purchase price and improvements to the site will be financed through private funding.

The project will consist of the vacant lot becoming accessories to lots near the property, also owned by Max Daddy, LLC, for storage of equipment for the business. The developer owns the properties located at 1405 and 1421 E. Baltimore Street. The property is located in the Washington Hill Neighborhood.

Once transferred, the property will be active on the tax rolls of Baltimore City thereby preventing tax abandonment.

The aforementioned property was journalized and approved for sale on December 22, 2010.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE APPRAISED VALUE:

The property located at 1407 E. Baltimore Street is being sold for \$15,000.00. On March 15, 2013, an appraisal was performed that determined the price for the property to be \$22,000.00. The property is being sold to Max Daddy, LLC, for less because of the following reasons:

MINUTES

DHCD - cont'd

- a) specific benefit to the immediate community,
- b) elimination of blight,
- c) economic development, creation of real estate and other taxes, and
- d) condition of the property.

MBE/WBE PARTICIPATION:

This property is valued at less than \$49,999.99 therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the land disposition agreement with Max Daddy, LLC, for the sale of City-owned property located at 1407 E. Baltimore Street.

MINUTES

Department of Housing and - Agreement
Community Development

The Board is requested to approve and authorize execution of the various agreements.

1. **EMPIRE HOMES OF MARYLAND, INC.** **\$ 76,950.00**

Account: 2089-208914-5930-434561-603051

The purpose of this agreement is to provide community development grant funds to support activity delivery costs associated with acquiring, rehabilitating and leasing properties as low and moderate income rental housing, particularly for non-elderly disabled persons. The period of the agreement is July 1, 2013 through June 30, 2014.

FOR FY 2014, THE MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$12,350.00, AS FOLLOWS:

MBE: \$3,335.00

WBE: \$1,235.00

2. **PARKS & PEOPLE FOUNDATION, INC.** **\$ 22,000.00**

Account: 2089-208914-5930-427838-603051

The purpose of this agreement is to provide Community Development Block Grant funds to subsidize the transportation costs of the SuperKids Camp 2013. The Camp will serve low performing, low-income, rising 2nd, 3rd, & 4th grade students by offering a six-week reading enrichment program designated to help students enrolled in Baltimore City Public School System improve or maintain their reading skills during the summer. The period of the agreement is July 1, 2013 through August 13, 2013.

MINUTES

DHCD - cont'd

3. **JULIE COMMUNITY CENTER, INC.** **\$ 41,000.00**

Account: 2089-208914-5930-435526-603051

The organization will provide a variety of public services to low and moderate-income persons that reside in Southeast Baltimore. The services will include but not be limited to direct services and/or referrals to emergency social services, health services, youth services, and adult education/GED classes. The period of the agreement is July 1, 2013 through June 30, 2014.

4. **LIVE BALTIMORE HOME CENTER, INC.** **\$392,967.00**

Account: 1001-000000-8151-700300-603051

The organization will implement programs that will market Baltimore City by promoting the benefits of Baltimore City living to current residents and potential City residents. The organization has satisfactorily carried out marketing efforts under a previous agreement and desires to continue its marketing and promotional efforts. The period of the agreement is July 1, 2013 through June 30, 2014.

FOR FY 2014, THE MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF \$28,000.00, AS FOLLOWS:

MBE: \$7,560.00

WBE: \$2,800.00

On June 26, 2013, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2013 Annual Action Plan for the following formula programs:

MINUTES

DHCD - cont'd

1. Community Development Block Grant (CDBG)
2. HOME Investment Partnership (HOME)
3. Emergency Solutions Grant (ESG)
4. Housing Opportunity for People with AIDS (HOPWA)

The DHCD began negotiating and processing the CDBG agreements effective July 1, 2013 and beyond, as outlined in the Plan, pending approval of the Resolution. Consequently, the agreements were delayed due to final negotiations and processing.

5. **COST PLANS PLUS, LLC** **\$ 9,750.00**

Account: 2089-208913-5930-599600-603026

Pursuant to Office of Management and Budget Circular A-87, the DHCD is required by the U.S. Department of Housing and Urban Development to have an indirect cost allocation plan prepared to support charges made to the Community Development Block Grant Program.

The organization will prepare a Departmental Cost Allocation Plan for fiscal year 2012 which will support DHCD's administrative costs. The period of the agreement is effective upon Board approval for one year.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the foregoing agreements. The Mayor

ABSTAINED on item nos. 2 and 4.

MINUTES

Department of Housing and - First Amendment to Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the first amendment to agreement with the Weatherization Assistance Program (WAP). The first amendment will extend the agreement through June 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$212,730.00 - 5000-584614-5971-439500-603051
Strategic Energy Investment Fund (SEIF)

BACKGROUND/EXPLANATION:

At its June 27, 2012 meeting, the Board approved the receipt of \$1,715,866.00 in weatherization assistance grant funds from the Federal Department of Energy with funding through the Maryland Department of Housing and Community Development (Maryland DHCD). The State of Maryland and the City entered into a weatherization assistance grant agreement on July 26, 2012. The purpose of the agreement is to provide the City with funds to operate a weatherization program in Baltimore City in accordance with Program Guidelines and this agreement. The term of the agreement expired on June 30, 2013. The amendment will extend the term until June 30, 2014.

The Maryland DHCD is incorporating additional funding from the Strategic Energy Investment Fund in the agreement to the City of Baltimore to be used in conjunction with the Department of Energy Weatherization Assistance Program and submitted the scope of work.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the first amendment to agreement with the Weatherization Assistance Program.

MINUTES

Enoch Pratt Free Library - TRANSFER OF LIFE-TO-DATE SICK LEAVE - WAIVER OF MAXIMUM DAYS

The Board is requested to approve a waiver/exception from the AM 203-3 policy, which allows a maximum of 30 days of sick leave transfer, and grant an additional 16 days for a total of 46 LIFE-TO-DATE sick leave days from the listed City employees to the designated employee, Ms. Diane Kent.

The transfer of sick leave days is necessary in order for the designated employee to remain in pay status with continued health coverage. The City employees have asked permission to donate the sick leave days that will be transferred from their LIFE-TO-DATE sick leave balances as follows:

Anjanette Wiggins	5
Devon Ellis	1
Eunice Anderson	2
Joyce Hall	2
Veronica Young	2
Julia Johnson	3
Monica Bobbitt	5
Ann Marie Lalmansingh	2
Vanessa Williams	2
Philip Ervin	2
Katherine Durner	5
Willie Johnson	5
Michelle Irvine	2
Melanie Jacobs	1
Ann Staton	5
Tia McDonald	2
	<u>46</u>

The Library is requesting a total of 46 days due to Ms. Kent's extensive medical circumstances. The employees listed above have generously donated an additional 16 days to keep Ms. Kent in pay status during recovery. The additional donated days will assist the Library's retention efforts for this valued employee. Ms. Kent is expected to return to work by September 23, 2013.

THE LABOR COMMISSIONER RECOMMENDED APPROVAL

MINUTESEnoch Pratt Free Library - cont'd

UPON MOTION duly made and seconded, the Board approved the waiver/exception from the AM 203-3 policy, which allows a maximum of 30 days of sick leave transfer, and grant an additional 16 days for a total of 46 LIFE-TO-DATE sick leave days from the listed City employees to the designated employee, Ms. Diane Kent.

MINUTES

Mayor's Office of Employment - Agreements
Development (MOED)

The Board is requested to approve and authorize execution of the following agreements:

INTERGOVERNMENTAL AGREEMENT

1. **MARYLAND STATE DEPARTMENT OF** **\$5,667,963.00**
HUMAN RESOURCES/BALTIMORE CITY
DEPARTMENT OF SOCIAL SERVICES

Account: 4000-808214-6392-456000-404001

The purpose of this agreement is for Job Readiness and Employment Skills to provide support services to enrolled Temporary Cash Assistance applicants and recipients who will actively participate in work preparation programs and services leading to full-time unsubsidized employment. The period of the agreement is July 1, 2013 through June 30, 2015.

AGREEMENT

2. **GOODWILL INDUSTRIES OF THE** **\$ 215,000.00**
CHESAPEAKE, INC.

Account: 4000-806414-6313-491505-603051

The organization will provide outreach and recruit, and enroll at least 35 Workforce Investment Act eligible out-of-school youth and young adults, ages 16-21. The organization will prepare and/or transition those youth to employment and/or post-secondary training in the retail industry. The organization will also assist with unsubsidized employment. The period of the agreement is July 1, 2013 through June 30, 2014.

MINUTES

MOED - cont'd

3. **HISTORIC EAST BALTIMORE ACTION** **\$600,911.00**
COALITION, INC. (HEBCAC)

Account: 1001-000000-6331-475905-603051

The purpose of this agreement is to secure the services of HEBCAC in serving at least 350 out-of-school youth, ages 16 to 22, living in Baltimore City, providing comprehensive integrated services for those youth. The services include but are not limited to: Pre-GED, GED, job readiness preparation, career skills training, employment connections, case management, recreational and cultural activities, and other services. The period of the agreement is July 1, 2013 through June 30, 2014.

AUDITS REVIEWED (EXCEPT ITEM NO. 1) AND HAD NO OBJECTION.

GRANT AGREEMENT

4. **MARYLAND STATE DEPARTMENT OF PUBLIC** **\$500,000.00**
SAFETY AND CORRECTIONAL SERVICES

Account: 5000-804814-6396-456000-405001

Under this grant agreement, MOED will provide ex-offenders with various training and employment assistance services through an innovative pilot program that provides comprehensive support services essential to ex-offenders at its Northwest ReEntry Center. The period of the agreement is July 1, 2013 through June 30, 2014.

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the foregoing agreements.

MINUTES

Mayor's Office of Employment (MOED) - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a memorandum of understanding with the Beatty Development Group, LLC, (BDG).

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

Under this MOU, the parties will establish a process for the promotion of hiring Baltimore City residents for the Harbor Point Project and for monitoring compliance. Harbor Point is a new 3,000,000 square-foot master planned mixed-use community being built on a 27-acre waterfront site in Baltimore City. This MOU between the MOED and the BDG will outline each party's responsibilities for all employment opportunities available through the Harbor Point Project. The BDG will fully comply with the provisions of the Employ Baltimore Executive Order which includes seeking and recruiting qualified job seekers from MOED's One-Stop Career Centers and Community Job Hubs in Baltimore City. MOED will assist City job seekers in preparation for and access to employment opportunities generated by the Harbor Point Project.

APPROVED FOR FUNDS BY FINANCE**A PROTEST HAS BEEN RECEIVED FROM MS. KIM TRUEHEART.**

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the memorandum of understanding with the Beatty Development Group, LLC.

Kim A. Trueheart

August 13, 2013

Board of Estimates
Attn: Clerk
City Hall, Room 204
100 N. Holliday Street,
Baltimore, Maryland 21202

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated school age children of Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and a complete failure to provide transparent communications about priorities and outcomes by the Mayor's Office.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self
2. What the issues are:
 - a. Page 17, Mayor's Office of Employment Development (MOED) – Agreement, if approved:
 - i. Please provide access to the MOU for inspection;
 - ii. This agreement fails to provide the sorely needed infusion of funding to provide viable workforce development opportunities for the underserved residents of the surrounding neighborhoods or the city at large;
 - iii. The BACKGROUND/EXPLANATION provided is nonsensical as it states there will be compliance monitoring for the "promotion" process.
 1. Please provide access to documentation detailing both the promotion process and the compliance monitoring;
 - iv. In separate discussions, Mr. Beatty agreed to sponsor 14 YouthWorks positions for youth representing one from each of the Council districts, however this benefit does NOT appear to be incorporated into this agreement;
 1. Please provide access to the documentation detailing this benefit.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This development project is tracking to be approved to receive a \$107M TIF without providing the economic benefits that the generous tax-payers deserve as a result of the burden of this onerous debt. This agreement fails to provide any benefit or positive youth development opportunities for the youths living in neither the surrounding neighborhood nor the other 85,000 children enrolled in the BCPSS. Lastly, the Baltimore Development Corporation manipulated

Email: ktrueheart@whatfits.net

5519 Belleville Ave
Baltimore, MD 21207

census data to facilitate this development becoming eligible for the state's Enterprise Zone tax credits while the developer and this administration marginalized and disenfranchised the poor and underserved residents in the surrounding neighborhoods with respect to the spirit and intent of the EZ program.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on August 14, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

Mayor's Office of Minority & Women-Owned Business Development (MWBD) - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a memorandum of understanding with the Beatty Development Group, LLC, (BDG).

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

Under this MOU the parties will cooperate to establish a process to ensure the inclusion of minority and women-owned business in the Harbor Point Project and for monitoring compliance.

Harbor Point is a new 3,000,000 square-foot master planned mixed-use community being built on a 27 acre waterfront site in Baltimore City. The BDG is the Harbor Point Project Developer. The MWBD and the BDG have signed a commitment to supplier diversity and inclusion for the Harbor Point Project on June 28, 2013. The MOU between MWBD and the BDG will outline each party's responsibilities for inclusion of City certified minority and women-owned businesses in the Harbor Point Project.

A PROTEST HAS BEEN RECEIVED FROM MS. KIM TRUEHEART.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved the memorandum of understanding with the Beatty Development Group, LLC.

Kim A. Trueheart

August 13, 2013

Board of Estimates
Attn: Clerk
City Hall, Room 204
100 N. Holliday Street,
Baltimore, Maryland 21202

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated school age children of Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and a complete failure to provide transparent communications about priorities and outcomes by the Mayor's Office.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self
2. What the issues are:
 - a. Page 17, Minority & Women-Owned Business Development (MWBD) – Agreement, if approved:
 - i. This agreement fails to establish concrete measureable goals and measures of effectiveness for this development project;
3. The remedy I seek is this agreement be rejected and the submitting agency directed to modify the terms to include quantifiable goals and measures of effectiveness.
4. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This development project is tracking to be approved to receive a \$107M TIF without providing the economic benefits that the generous tax-payers deserve as a result of the burden of this onerous debt. This agreement fails to provide any benefit or positive youth development opportunities for the youths living in neither the surrounding neighborhood nor the other 85,000 children enrolled in the BCPSS. Lastly, the Baltimore Development Corporation manipulated census data to facilitate this development becoming eligible for the state's Enterprise Zone tax credits while the developer and this administration marginalized and disenfranchised the poor and underserved residents in the surrounding neighborhoods with respect to the spirit and intent of the EZ program.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on August 14, 2013.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen

Email: ktrueheart@whatfits.net
5519 Belleville Ave
Baltimore, MD 21207

MINUTES

Circuit Court for Baltimore City - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the Family Recovery Program, Inc. (FRP). The period of the agreement is July 1, 2013 through June 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$133,239.00 - 5000-539210-1100-668100-405001

BACKGROUND/EXPLANATION:

The Circuit Court received a grant award from the Administrative Office of the Courts - Office of Problem Solving Courts to pay for the salary and benefits of two (2) staff positions, GED Study Courses, Transportation Services, Drug Screen Collection Tests, one Breathalyzer machine and a year's worth of accessories, and conference registration for the FRP.

The Circuit Court will enter into an agreement with FRP for the sum of \$133,239.00, for the salary and benefits of two (2) staff positions; FRP Court Coordinator at (\$70,915.00) and the FRP Reengagement Peer Recovery Advocate at (\$21,000.00); for GED Study Courses (\$540.00); for Transportation Services (\$6,720.00); for Drug Screen Collection Tests (\$32,969.00); for one Breathalyzer machine and a year's worth of accessories (\$720.00); and for conference registration (\$375.00).

The parties agree that these staff positions will be managed and supervised by the FRP.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved agreement with the Family Recovery Program, Inc.

MINUTES

Department of Real Estate - Renewal of License Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal of the license agreement with The Towers of Harbor Court Condominium, licensor, for the rental of a portion of the premises located at 10 E. Lee Street, being the roof of the East Tower building consisting of approximately 841 sq. ft. The period of the agreement is for one year commencing on October 1, 2013.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly rent</u>
\$68,894.69	\$5,741.23

Account: 2042-000000-1474-165700-603013

BACKGROUND/EXPLANATION:

The demised premises are used for the operation and maintenance of antennas, in conjunction with the 800 Megahertz system for the Fire and Police Departments of the City. The license agreement was approved by the Board on November 21, 2007 for an initial term of one year effective on October 1, 2007, with options to renew for nine one-year periods. This renewal is for the sixth term.

The licensor will be responsible for maintenance and repairs, roof, and all common areas of the building and utilities. The licensor will also be responsible for liability insurance, maintenance and repairs to equipment.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the renewal of the license agreement with The Towers of Harbor Court Condominium, licensor, for the rental of a portion of the premises located at 10 E. Lee Street, being the roof of the East Tower building consisting of approximately 841 sq. ft.

MINUTESSpace Utilization Committee - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a lease agreement with The Baltimore Rowing Club, Inc., tenant, for the rental of a portion of the property known as 3301 Waterview Avenue (Block 7610, Lot 15) being on the lower level, consisting of 3,050+ sq. ft. The period of the agreement is July 1, 2013 through December 31, 2014 with an option to renew for an additional six-month term.

AMOUNT OF MONEY AND SOURCE:Annual Rent

\$1,837.00

BACKGROUND/EXPLANATION:

The facility is being used as storage space for the tenant's boats.

The landlord is responsible for fire insurance. The tenant must obtain approval from the facility administrator prior to making any improvements to the storage space. The tenant must keep the storage area in a good and orderly manner; and may have the use of the weight room at the facility administrator's discretion, and maintain liability insurance.

The Space Utilization Committee approved this lease at its meeting on July 23, 2013.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the lease agreement with The Baltimore Rowing Club, Inc., tenant, for the rental of a portion of the property known as 3301 Waterview Avenue (Block 7610, Lot 15) being on the lower level, consisting of 3,050+ sq. ft.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

3069 - 3070

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
1. \$612,795.00 35 th CDBG	9990-904919-9587 Public Housing Rehab (Reserve)	9990-904088-9593 Emergency Roof Repair Program

This transfer will provide funding for the Housing Repair Assistance Emergency Roof Repair program for fiscal year 2014.

Department of Recreation and Parks

2. \$ 35,000.00 State	9938-925004-9475 Reserve - Stony Run Trail	9938-928004-9474 Active - Stony Run Trail
---------------------------------	--	---

This transfer will provide funds to cover the land acquisition costs for Stony Run Trail project.

3. \$ 30,000.00 Rec. & Parks 25 th Series	9938-907779-9475 Reserve - Pool & Bathhouse Renov.	9938-901759-9474 Active - Park & Recreation Facilities Renova- tion FY 09
---	--	---

This transfer will provide funds to cover the costs associated with construction management design services for Morrell Park Recreation Center, Contract RP09816.

4. \$ 400,000.00 Rec. & Parks 25th Series	9938-906784-9475 Reserve - Cherry Hill Recreation Center	9938-908784-9474 Active - Cherry Hill Recreation Center
--	---	--

The transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1164, Task no. 13 to GWWO, Inc.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Bureau of Solid Waste</u>		
5. \$1,700,000.00 General Fund	9948-908911-9517 Quarantine Road Landfill Site Improvement	9948-920100-9517 Leachate Conveyance System Improvement at Quarantine Road Landfill

The funds are required for Solid Waste Construction Contract No. 13310, Leachate Conveyance System Improvement at Quarantine Road Landfill.

Department of Transportation

6. \$ 401,550.00 FED	9950-902255-9508 Orleans Street Improvements Aisquith St.	9950-902257-9508-2 Orleans Street Improvements Aisquith St.
--------------------------------	--	--

This transfer will move the appropriation from the inactive project account to new account for TR00045, Rehabilitation of Orleans Street from Central Avenue to Wolfe Street, in order to close the project.

MINUTES

Department of General Services (DGS) - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Gaudreau, Inc., for Project No. 1125, On-Call Architectural Design Services. The period of the agreement is effective upon Board approval for two years or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$749,961.00 - funds will be identified as tasks are processed (upset limit)

BACKGROUND/EXPLANATION:

Various City agencies, on a continuing basis, require architectural design services to modify, upgrade or repair their facilities. Typically, the work involved is limited in scope and/or of an urgent nature, which in either case, should not be postponed until the customary Architectural Design selection process can be executed. Calls for these services will be made on the contract as needs are identified. The cost of services rendered will be negotiated not-to-exceed price for each task assigned. Fees will be based on actual payroll rates, not including overhead a burden, times a set multiplier. The payroll rates and multiplier have been reviewed by the Department of Audits. The contract duration will be two years; however, projects started within the two-year period may continue beyond the two-year time frame until completion. The consultant was selected pursuant to the Architect and Engineering Awards Commission procedures, under AEAC Project No. 1125.

MBE:	Min Engineering	\$210,000.00	28.00%
	Phoenix Engineering	7,463.00	1.00%
	EBA Engineering	7,498.00	1.00%
		<u>\$224,961.00</u>	<u>30.00%</u>
WBE:	Carroll Engineering, Inc.	\$120,000.00	16.00%
	Aria Environmental	7,152.00	1.00%
		<u>\$127,152.00</u>	<u>17.00%</u>

MINUTES

DGS - cont'd

AUDITS NOTED THIS ON-CALL AGREEMENT AND WILL REVIEW THE TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the agreement with Gaudreau, Inc., for Project No. 1125, On-Call Architectural Design Services.

MINUTES

Department of General Services - Indefinite Quantities Contract

ACTION REQUESTED OF B/E:

The Board is requested to approve the use of a State Indefinite Quantities Contract (IQC) for the Baltimore City Public Schools (City Schools) Contract No. BCS 10042, Provide On-Call Construction Management, Pre-Construction & Construction Services for General Construction Work and Related Services.

AMOUNT OF MONEY AND SOURCE:

Funds will be identified as urgent needs arise.

BACKGROUND/EXPLANATION:

The IQC will be used on an as-needed basis to utilize general contracting/construction management services to construct projects of urgent need.

The State of Maryland's Department of General Services established Indefinite Quantities Contracts (State IQCs) to be utilized by State agencies to perform work on an expedited basis. State law permits local or other government agencies to "piggy-back" onto these State contracts. On September 10, 2008, the Board approved the City's use of the State IQC contract for General Construction Work and Related Services. The City's use of the State's IQC permitted the City to efficiently address matters of "urgent need" within the City. The State's IQC was utilized successfully and continuously by the City for 4 years, but expired on January 13, 2013.

Currently, the Department has no effective vehicle to fulfill the essential role that the State IQC filled to allow the Department to expeditiously and economically address urgent needs. Consequently, the Department is in immediate need to utilize and access a similar contract vehicle to address the City's needs for facility work that may require instant response. The Department investigated viable alternatives that are consistent with the purposes of the City's procurement law and has determined that permitting the City to "piggy-back" onto a City Schools IQC contract would provide benefits consistent with those previously provided under the now-expired State IQC.

MINUTESDepartment of General Services - cont'd

City Schools let and awarded an IQC On-Call Construction Management, Pre-Construction & Construction Services for General Construction Work and Related Services to allow City Schools to perform work on any of its facilities on an expedited basis.

Use of the Baltimore City Public Schools (City Schools) Contract # BCS 10042 will require the development of only one Contract Book with no advertisements necessary, because the (City Schools) has already procured contractors through a public advertisement and competitive selection process. For each project, at least three contractors will submit bids, the bids will be opened publicly and the work awarded to the lowest bidder. Work can begin within approximately one month of the initial meeting with the contractors.

Further, utilizing the City Schools' IQC is in the best interest of the City, as it will not only fill the need of DGS for a contractual vehicle to perform work on an urgent needs basis, but it will also ensure inclusion of local disadvantaged businesses to compete for City work. Specifically, the City Schools IQC utilizes the City's Office of Board and Commissions and the MWBOO as the authority for contractor pre-approval and MBE/WBE compliance. Further, the City Schools' IQC requires contractors to comply with the City's prevailing wage rates, and its Employ Baltimore, Youthworks and BATP programs.

Work will be limited to that of an urgent nature with each task not to exceed \$1,000,000.00. The upset limit for each contractor will not exceed \$2,000,000.00. The Contract Books will be modeled after the City Schools Contract Book, with the inclusion of the Baltimore City special/specific requirements.

MBE/WBE PARTICIPATION:

Contractors under this contract, must comply with the participation requirements as established by the City's Minority and Women's Business Opportunity Office.

AUDITS REVIEWED AND HAD NO OBJECTION.

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

MMCA- Maryland Minority Contractors Association, Inc.

A Chapter of the American Minority Contractors and Businesses Association, Inc.-AMCBA

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

August 13, 2013

Via Facsimile 410-685-4416

Honorable Bernard "Jack" Young
President, Baltimore City Board of Estimates
City Hall-Room 204
Baltimore, MD 21202
ATTN: Ms. Bernice Taylor, Esquire, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association ("MMCA"), its members, clients and constituents.

We wish to protest the matter on pages 23-29 of Your Honorable Board's 08/14/2013 public meeting agenda, which is a request from the City's DGS for your Honorable Board's approval for DGS to use a State Indefinite Quantities Contract (IQC) for the Baltimore City Public Schools (City Schools) Contract No. BCS10042, to provide On-Call Construction and Construction Services for City General Construction Work and Related Services.

Our concern with this proposed request is that it constitutes a clear and blatant violation of the City's "mandatory" competitive bidding charter provision, found in Article VI, § 11 et seq.

Additionally, we wish to protest Your Honorable Board taking any action, which will approve Item No. 11, contained on pages 40-41, which is a proposal to award City Sanitary Contract (SC) 877- "Enhanced Nutrient Removal Process at the Back River Waste Water Treatment Plant," to bidder, Archer western contractors, LLC, at its low contract bid price of \$263, 558,205.00.

Our concern on this proposed contract is that it clearly violates the spirit and intent of the City's M-WBE Utilization Ordinance, inasmuch as the City's MWBOO failed to place much needed and appropriate M-WBE "sub-goals" specifically authorized by the M-WBE Ordinance, which directly resulted in the proposed recommended contractor, Archer Western Contractors, LLC, unlawfully discriminating against and excluding our local African American-owned M-WBE firms. For example,

MBE firms that are owned by African American persons were awarded \$10 million in MBE subcontracts, while

MBE firms owned by American Indians were awarded an extraordinary \$37,779,741.00. This is totally unacceptable, when one considers the important fact that African American MBE firms make up over 88% of all City certified MBE firms.

Respectfully Submitted,

Arnold M. Jolivet

Arnold M. Jolivet
Managing Director

MINUTES

DGS - cont'd

President: The first item on the non-routine agenda can be found on Pages 28 and 29, Department of General Services Indefinite Quantities Contract. Will the parties please come forward?"

Mr. Steve Sharkey "Honorable Board members, thank you for having us here today. Uh -- This is a contract, uh, piggy-backed off of a --"

City Solicitor: "Please state your name for the record, sorry."

Mr. Steve Sharkey: "Uh, I apologize. Steve Sharkey, Director Department of General Services with Michael Schrock, Law Department. Uh, this is a contract to piggy back off of a, uh, procured school contract uh -- that will allow us to have on-call, uh -- not on-call, but uh -- construction services. The positive part is we had is a similar contract uh -- that we piggybacked off of a suit previously. This current contract with the schools. The current contract follows all, can you guys hear me? MBE/WBE contracts, uh, MBE/WBE City regulations, Employ Baltimore and all other pur -- hiring and purchasing regulations that the schools, uh, that we follow."

President: "Okay."

Arnold M. Jolivet: "Mr. President, good morning. Uh -- Arnold M. Jolivet, uh -- and I'm always struck by the many procedures

MINUTES

that this City comes up in order to avoid and circumvent the competitive bidding, uh - Charter provision and uh, this is one of them. And the Charter, uh as I said in my communications to you, is explicit, is real clear, that these types of contracts must be bid according to Article VI, Section 11 and there are no exceptions. To depart and to veer away from Article VI, an award a contract based on a State contract, an existing contract, as Mr. Nilson knows, it completely violates the Charter, and I don't even know why I have to make this argument this morning. It's really baffling that the City can, can, can, can do what they do to violate and circumvent the Charter. The Charter as I said, is explicit; it makes the City, it requires the City to award the contract, after competitive bidding, to the lowest responsive responsible bidder uh --. There are no exceptions, and Mr. President, uh, I stand on my communications to the Board and I would respectfully ask this Board to follow the Charter. All we're asking is that this City and this Board follows the Charter in compliance with Article VI, Section 11. Very simple. And I stand on my uh - I stand on my request to the City, to the Board."

President: "Madam Comptroller."

Comptroller: "Mr. Nilson, would you state for the record, why we are not violating the Charter?"

MINUTES

City Solicitor: "Um -- Article VI, Section 11 provides, and, and this is the provision of the Charter that's been relied on on numerous occasions in employing these piggyback contracts, if you will, where we are participating in um -- State law authorized collective purchasing and allows us to proceed, um -- in the matter in which, in this matter, is proceeding in circumstances where no advantage will result in seeking competitive bids and if the determination is made, that because of the considerably greater buying power of these consortiums and these piggyback contracts no advantage to the City will occur as a result of, if they were to follow a competitive bid route. These piggyback contracts have been used and authorized by this Board on numerous occasions in the past. So it's, it's authorized within Article VI, Section 11, in um -- sub-section (d) of the Charter."

Comptroller: "But, how do we know that we're getting the best because if the uh -- vendors that the State, that the school is using, is not all inclusive, and if the competitive bidding process was opened up to all the vendors that would qualify for the services that we need, how do we know that, that there's an advantage?"

City Solicitor: "If we were to conclude that the State, uh, procurement, that we're piggybacking on, was restrictive and not

MINUTES

widely inclusive, and not a robust, competitive contract for us to add on to, we wouldn't go forward here. So, the determination has been made, and I don't have the particulars, but a determination has been made that it is a robust, all-inclusive, um -- procurement being made at the State level that we would be participating in."

Comptroller: "Also, a concern I have is that, this Board, in September of 2008, um -- said that the Bureau of General Services would establish its own urgent needs contract and that that would take place in about a year, and that hasn't been done, and so I'm, I'm not fully convinced that the contractors or the vendors that the school board is using is all-inclusive, of even new vendors that ma -- may be qualified to perform the services that we need."

City Solicitor: "I don't have any factual information in that regard. I, I can't speak to that. Maybe either Mr., Mr. Schrock or Mr. Sharkey do."

Comptroller: "You don't have any factual information that what?"

City Solicitor: "I don't have any factual information to confirm or refute what you just said."

Comptroller: "Here's the minutes right here."

City Solicitor: "Okay."

MINUTES

Mayor: "That's not helping him."

Comptroller: "But I'm just saying, I'm just saying that what I said was true and he said he didn't have any facts --"

Mayor: "He's not saying what you said isn't true. He's saying he doesn't have any information to --"

Comptroller: "Right, and I was just confirming that those are the minutes of September the 10th, 2008."

Michael Schrock: "Michael Schrock, uh, Baltimore City Law Department. Um, I want to add to as far as what the Solicitor was saying about the Maryland law. It's the Maryland State Finance and Procurement Code at 13-110. It does allow local governments to piggyback or use the cooperative agreements that the States issue or other local governments issue. In this case, you've got the City school system and the um, the City working together, and uh, I'm glad to give you the, the law if you want. It's right here, um, and that's what we talked about even a few weeks ago. I think there was a cooperative purchasing agreement that came up and, and Mr. Jolivet had concerns with that that Purchasing bought forward and was approved by this Board. So this is no different than that. Um - further my understanding is this school system contract for construction services actually would use, and you can, you can bring, you know, more clarity to this, but I understand it

MINUTES

brings more in the Baltimore City area, construction contractors than the State contract that we used to piggyback, which was wider across the State with contractors. So, we're actually hopefully benefiting more local companies by piggybacking on the City's school system's construction contract."

Mr. Sharkey: "Let me just address that that is accurate. The DGS did plan in 2008 to do that. They did not at the time. We would also, we're also investigating that in the future and have, of doing our own IQC-type contract in the future and are actively investing and working to see if that would be ah - ah - - an option for us, and we believe it will."

Comptroller: "Thank you."

Mr. Jolivet: "Mr. President, one final rebut to that, and that is, specifically in rebut to Mr. Nilson's analysis and that is, Mr. Nilson conclu --, contends that the Charter, our Charter, allows that, but keep in mind that if assuming that is true, and it does, it does lie on exception. But, when there is an exception, or when the City claims to invoke an exception, it requires a certification to the Department of Finance to sign off and to certify that there is a valid exception, and I might add and point out to the Board, in this case, there is no certification. So, Mr. Nilson's argument is undercut by the fact that the City made no certification here; completely made

MINUTES

no certification. And I want to point that out. And, if assuming that there was a valid case of exclusion or exception, why isn't there a certification? And now I ask that question, and I submit that Mr. Nilson cannot answer that -- unless he says it's not a valid exception."

Mr. Schrock: "Uh, this is Michael Schrock, Baltimore City Law Department. Again with the cooperative purchasing agreement, especially with these construction uh -- cooperative purchasing ones, when we did the Maryland state one in the past, the process has been that the Law Department, well the agency came forth with a memo to the Board of Estimates and asked if this would be something, a process that you would consider, and actually after that, we come forward again, the agency comes forward to the Board of Estimates with the actual contracts that would be approved by the Board of Estimates with the actual contractors. At that time, if it was necessary, we would do that certification to the Finance Department prior to bringing those contracts to you."

President: "Okay."

City Solicitor: "And I would add, at that time it would be necessary to do that; that's the moment in time when we would need to, um -- to, to seek the formal recommendation of the Director of Finance and certify as um -- we've just indicated,

MINUTES

at that time when we actually move forward to execute."

Mr. Jolivet: "One final comment and I'm finished, I'm outta here. Again, I believe very strongly that this is a deliberate intent, or attempt to circumvent the Charter. We should be, because of our growing population of minority firms, who historically have been left out, I would submit to this Board, that we should be doing uh -- procedures that would encourage competition and would invite new people into the industry. And this completely maintains the status quo and keeps the existing people who want to come in and are qualified to come in, Mr. President, it keeps them out. The last thing that I think this Board ought to be aware of is that when these types of jobs are, are, are, so-called piggyback off of an existing State contracts, or even on a City contract, the City doesn't get the benefit of its bargain, because, just because, each bid is a very well established -- competitive bidding, that each bid stands on its own, and, and simply meaning that, when a bidder bids on one contract, the price that it gives to the municipality, may and frequently differ than the price it will give on another bid, because of other circumstances, and even because of the unique nature of the bid specification. So, the argument that the City brings this morning, uh -- unfortunately, I just, I just think it's bogus, and I would ask the Board to

MINUTES

reject it."

President: "I entertain a Motion."

City Solicitor: "I move that the bid protest be denied and the utilization of the piggyback process be confirmed subject to their coming back with future issues, future purchases."

Director of Public Works: "Second."

President: "All in favor, say "Aye.""

"Aye."

President: "All opposed, "Nay". The Motion carries."

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the use of a State Indefinite Quantities Contract for the Baltimore City Public Schools Contract No. BCS 10042, Provide On-Call Construction Management, Pre-Construction & Construction Services for General Construction Work and Related Services.

MINUTESDepartment of General Services - Minor Privilege Permit Applications

The Board is requested to approve the following applications for a Minor Privilege Permit. The applications are in order as to the Minor Privilege Regulations of the Board and the Building Regulations of Baltimore City.

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 833 S. Bouldin St.	Matthew C. Smith	Garage extension 21'4" x 4'
Annual Charge: \$298.62		
2. 64 E. Heath St.	Kaine Investment, LLC	One set of steps 8'3" x 3'4½"
Annual Charge: \$ 35.20		
3. 509 S. Exeter St.	Skylar Development, LLC	One bracket sign 6' x 1'
Annual Charge: \$ 52.70		

Since no protests were received, there are no objections to approval.

There being no objections, the Board UPON MOTION duly made and seconded, approved the minor privilege permits.

MINUTES

Department of General Services - Developer's Agreement No.1319

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1319 with Manor South Limited Partnership, developer.

AMOUNT OF MONEY AND SOURCE:

\$20,800.00

BACKGROUND/EXPLANATION:

The developer would like to install new water service to its proposed construction located at 3617 Fords Lane. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A Performance Bond in the amount of \$20,800.00 has been issued to Manor South Limited Partnership which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for this project, therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the developer's agreement no. 1319 with Manor South Limited Partnership, developer.

MINUTES

EXTRA WORK ORDERS

* * * * *

UPON MOTION duly made and seconded,
the Board approved the
Extra Work Orders and Transfers of Funds
listed on the following pages:

3087

All of the EWOs had been reviewed and approved
by the
Department of Audits, CORC,
and MWBOO, unless otherwise indicated.

MINUTES**EXTRA WORK ORDERS**

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Contractor</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>		<u>Ext.</u>	<u>Compl.</u>

Department of Transportation

1. EWO # 004, \$0.00 - TR 11011, Citywide Traffic Calming JOC

\$1,419,704.80	\$184,001.45	P. Flanigan & Sons, Inc.	365	-
			days	

This authorization is necessary for a 365 day, non-compensable, time extension. The Notice-to-Proceed was issued on September 14, 2011 and the duration was 720 calendar days. This results in a contract completion of September 3, 2013. With the additional 365 days, the new contract completion date will be September 2, 2014. This contract was bid as a task order project with tasks to be given to the contractor after the contract notice-to-proceed. Because the tasks assigned to date have not exhausted the contract funds the City decided to extend the contract completion to accomplish additional tasks.

Bureau of Water and Wastewater

2. EWO # 020, \$112,176.00 - SC 8526, Sludge Digester Facilities at the Back River Wastewater Treatment Plant

\$38,667,000.00	\$202,715.83	Ulliman Schutte Construction LLC	0	31.45
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MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

On the recommendations of the City agencies
hereinafter named, the Board,

UPON MOTION duly made and seconded,
awarded the formally advertised contracts
listed on the following pages:

3089 - 3149

to the low bidders meeting the specifications,
or rejected bids on those as indicated
for the reasons stated.

The Transfers of Funds were approved
SUBJECT to receipt of favorable reports
from the Planning Commission,
the Director of Finance having reported favorably
thereon, as required by the provisions
of the City Charter.

The Comptroller **ABSTAINED** on items no. 9
through 12 and no. 15.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

1. TR 08017, Southeast Machado Construction \$3,147,992.00
 Transportation Action Co.
 Plan, Intersection
 Improvements

DBE: Machado Construction Co., Inc. \$1,731,357.10 55.00%

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 724,022.06 MVR	9952-909019-9511 Construction Reserve Fiber Optic Design	
2,600,000.00 FED	9950-904994-9509 Unallotted	
296,088.24 FED	9950-919001-9509 Unallotted	
<u>\$3,620,110.30</u>		
\$3,147,922.00	-----	9950-902071-9512-6 Structure & Improvements
314,792.20	-----	9950-902071-9512-5 Inspection
157,396.10	-----	9950-902071-9512-2 Contingencies
<u>\$3,620,110.30</u>		SE Transportation Action Plan, Intersection Improvements

This transfer will fund the costs associated with award of project TR 08017, SE Transportation Action Plan, Intersection Improvements in the amount of \$3,147,992.00 to Machado Construction Co., Inc.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

- 3. TR 12015RR, Reconstruct Cuddy & Associates \$ 932,779.00
 Deteriorated Manholes
 at Various Locations
 Citywide

MWBOO SET MBE GOALS AT 10% AND WBE GOALS AT 0%.

MBE: Machado Construction Co., Inc.	10.18%	\$ 95,000.00
L. Johnson Tree Service	0.40%	3,850.00
	<u>10.58%</u>	<u>\$ 98,850.00</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,072,695.85	9962-903521-9563	
Other	Construction Reserve	
	Conduit Manhole	
	Reconstruction	
\$ 932,779.00	-----	9962-906061-9562-6
		Structure & Improvements
93,277.90	-----	9962-906061-9562-5
		Inspections
46,638.95	-----	9962-906061-9562-2
<u>\$1,072,695.85</u>		Contingencies

This transfer will cover the costs associated with award of Project TR 12015RR, Reconstruct Deteriorated Manholes at Various Locations Citywide to Cuddy & Associates.

- 5. TR 13304, Resurfacing M. Luis Construction \$2,819,492.78
 Highways at Various Co. Inc.
 Locations-NE Sector I

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation - cont'd

DBE: Carter Paving & Excavating Co., Inc	\$120,000.00	4.26%
Traffic Systems, Inc.	243,150.00	8.62%
Rowen Concrete, Inc.	160,000.00	5.68%
Alba's Trucking Corp.	330,000.00	11.70%
	<u>\$853,150.00</u>	<u>30.26%</u>

6. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 478,144.15 GF	9950-902846-9514 New Construction Federal Resurfacing	
1,700,000.00 FED	9950-902846-9514 New Construction Federal Resurfacing	
893,933.35 FED	9950-944002-9507 Construction Reserve Reserve for Closeouts	
170,339.20 GF HUR <u>\$3,242,416.70</u>	9950-903550-9509 Construction Reserve Neighborhood Street Reconstruction	
\$2,178,144.15	-----	9950-906855-9514-6 Structure & Improvements
893,933.35	-----	9950-906855-9514-5 Inspection
170,339.20 <u>\$3,242,416.70</u>	-----	9950-906855-9514-2 Contingencies

This transfer will fund the costs associated with the award of Project TR 13304, Federal Resurfacing Highways at Various Locations-NE Sector I to M. Luis Construction Co., Inc.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Recreation & Parks

7. RP 12815, Skate Park of Baltimore Adira Construction, Inc. \$ 178,319.00

MWBOO SET MBE GOALS AT 2% AND WBE GOALS AT 0%.

MBE: None Listed

WBE: Waived

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

Award is recommended on the condition that the awardee comes into compliance within ten days of award.

8. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 89,500.00	9938-902811-9475	
Rec. & Parks	Reserve	
25 th Series	Park Master Plan	
	Implementation	
90,000.00	9938-913001-9475	
<u>Other</u>	Reserve	
	Unallotted	
\$ 179,500.00	-----	9938-904811-9474
		Active
		Park Master Plan
		Implementation

This transfer will provide funds to cover costs associated with the award of Skate Park of Baltimore, Contract RP 12815 to Adira Construction, Inc.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Department of Recreation & Parks

9. RP 12820, Baltimore P. Flanigan & Sons, \$ 422,000.00
 Playground Project Inc.
 FY'12

MBE: L&J Construction Service, Inc. ¹	\$ 4,852.00	1.15%
Priority Construction Corporation	<u>24,710.00</u>	<u>5.85%</u>
	\$29,562.00	7.00%

WBE: Morgan Construction Services, Inc.² \$ 8,440.00 2.00%

¹ L&J Construction Service, Inc. is not in good standing with the Maryland State Department of Assessments and Taxation. If awarded, bidder will be allowed to substitute an approved MBE if L&J Construction Service, Inc. is not in good standing at the time of award.

² Morgan Construction Services, Inc. is not in good standing with the Maryland State Department of Assessments and Taxation. If awarded, bidder will be allowed to substitute an approved WBE if Morgan Construction Services, Inc. is not in good standing at the time of award.

10. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 295,000.00	9938-905807-9475	
Rec. & Parks	Reserve	
26 th Series	Baltimore Playlot	
	Program FY12	
99,600.00	9938-904793-9474	
Rec. & Parks	Active	
25 th Series	Citywide Park	
	Maintenance	
11,400.00	9938-907764-9474	
Rec. & Parks	Active	
26 th Series	Park and Playgrounds	
	Renovation FY09	

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Recreation & Parks - cont'd

19,000.00	9938-913001-9475	
<u>Other</u>	Reserve	
	Unallotted	
\$ 425,000.00	-----	9938-906807-9474
		Active
		Baltimore Playlot
		Program FY12

This transfer will provide funds to cover costs associated with the award of Baltimore Playground Project FY12, Contract RP 12820 to P. Flanigan & Sons, Inc.

Bureau of Water & Wastewater

11.SC 877, Enhanced Archer Western \$263,558,205.00
 Nutrient Removal Contractors, LLC
 Process at the Back
 River Wastewater
 Treatment Plant

MBE: Apex Petroleum Corporation	\$ 700,000.00	0.31%
Just Drafting & Construction Support Svcs., Inc.	25,000.00	0.01%
Mohawk Bridge & Iron, Inc.	13,779,746.00	6.12%
National Construction, Inc. dba National Concrete	7,825,837.00	3.47%
Native Sons, Ltd. ¹	24,000,000.00	10.66%
New Century Construction, Inc.	1,170,000.00	0.52%
Seymore Welding & Mechanical, Inc. ¹	461,602.00	0.21%
	<u>\$47,962,185.00</u>	<u>21.30%</u>

MBE: Aaron's Concrete Pumping, Inc.	\$ 402,715.00	0.18%
Axis Company, Inc.	2,500,000.00	1.11%
Barbies Recycling & Hauling, Inc.	2,442,451.00	1.08%
Innovative Floor Systems, Inc.	84,200.00	0.04%
Manuel Luis Construction Co., Inc.	1,248,405.00	0.55%
Ross Technical Services, Inc.	417,875.00	0.19%
William T. King, Inc.	80,000.00	0.04%
	<u>\$ 7,175,646.00</u>	<u>3.19%</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Water & Wastewater - cont'd

¹ Native Sons, Ltd. and Seymore Welding & Mechanical, Inc. are not in good standing with the Maryland State Department of Assessments and Taxation. If awarded, the bidder will be allowed to substitute approved MBEs if Native Sons, Ltd. and Seymore Welding & Mechanical, Inc. are not in good standing at the time of award.

A PROTEST WAS RECEIVED FROM AMERICAN INFRASTRUCTURE/PC CONSTRUCTION, JOINT VENTURE. A PROTEST WAS RECEIVED FROM EMERSON PROCESS MANAGEMENT. A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

12. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 12,385,127.15	9956-904557-9549	
Counties	Construction Reserve	
	Biological Nutrient	
	Removal	
12,385,127.15	" "	
Wastewater		
Revenue Bonds		
323,126,575.70	" "	
State		
<u>\$347,896,830.00</u>		
\$ 26,355,820.50	-----	9956-904564-9551-2
		Extra Work
26,355,820.50	-----	9956-904564-9551-3
		Design
15,813,492.00	-----	9956-904564-9551-5
		Inspection
263,558,205.00	-----	9956-904564-9551-6
		Construction
15,813,492.00	-----	9956-904564-9551-9
<u>\$347,896,830.00</u>		Administration

MMCA- Maryland Minority Contractors Association, Inc.

A Chapter of the American Minority Contractors and Businesses Association, Inc.-AMCBA

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

August 13, 2013

Via Facsimile 410-685-4416

Honorable Bernard "Jack" Young
President, Baltimore City Board of Estimates
City Hall-Room 204
Baltimore, MD 21202
ATTN: Ms. Bernice Taylor, Esquire, Clerk to the Board

Dear Mr. President:

I represent the Maryland Minority Contractors Association ("MMCA"), its members, clients and constituents.

We wish to protest the matter on pages 23-29 of Your Honorable Board's 08/14/2013 public meeting agenda, which is a request from the City's DGS for your Honorable Board's approval for DGS to use a State Indefinite Quantities Contract (IQC) for the Baltimore City Public Schools (City Schools) Contract No. BCS10042, to provide On-Call Construction and Construction Services for City General Construction Work and Related Services.

Our concern with this proposed request is that it constitutes a clear and blatant violation of the City's "mandatory" competitive bidding charter provision, found in Article VI, § 11 et seq.

Additionally, we wish to protest Your Honorable Board taking any action, which will approve Item No. 11, contained on pages 40-41, which is a proposal to award City Sanitary Contract (SC) 877- "Enhanced Nutrient Removal Process at the Back River Waste Water Treatment Plant," to bidder, Archer western contractors, LLC, at its low contract bid price of \$263, 558,205.00.

Our concern on this proposed contract is that it clearly violates the spirit and intent of the City's M-WBE Utilization Ordinance, inasmuch as the City's MWBOO failed to place much needed and appropriate M-WBE "sub-goals" specifically authorized by the M-WBE Ordinance, which directly resulted in the proposed recommended contractor, Archer Western Contractors, LLC, unlawfully discriminating against and excluding our local African American-owned M-WBE firms. For example,

MBE firms that are owned by African American persons were awarded \$10 million in MBE subcontracts, while

MBE firms owned by American Indians were awarded an extraordinary \$37,779,741.00. This is totally unacceptable, when one considers the important fact that African American MBE firms make up over 88% of all City certified MBE firms.

Respectfully Submitted,

Arnold M. Jolivet

Arnold M. Jolivet
Managing Director

ALEXANDER & CLEAVER

ATTORNEYS AT LAW

Professional Association

MARYLAND • DISTRICT OF COLUMBIA • VIRGINIA
(301) 292-3300
FAX (301) 292-3264
e-mail: ac@alexander-cleaver.com
www.alexander-cleaver.com
TOLL FREE 1-800-292 LAWS

11414 Livingston Road
Fort Washington, MD 20744-5146

OFFICES:
ANNAPOLIS, MD
CUMBERLAND, MD
LAPLATA, MD
ALEXANDRIA, MD

Gary R. Alexander *+Δ
James A. Cleaver *+
Todd K. Pounds *+
Denise M. Bowman *+
Jason A. DeLoach+
James K. McGee+
Lorenzo M. Bellamy *+
Shara Hendler +
S. Whitney Cleaver *+Δ
Eliot C. Schaefer +Δ

ADMITTED TO PRACTICE IN + MD * DC Δ VA

GOVERNMENT RELATIONS CONSULTANTS:
CASPER R. TAYLOR, JR.
ROBIN FOGEL SHAIVITZ
LYLE W. FOWLKES
HANNAH J. POWERS
MURRAY D. LEVY

August 12, 2013

Board of Estimates
c/o Clerk to the Board of Estimates
Room 204, City Hall
100 N Holiday Street
Baltimore, MD 21202

Re: **PROTEST**
Sanitary Contract No. 877
Enhanced Nutrient Removal Process at the Back River Waste Water
Treatment Plant

2013 AUG 12 P 4: 27

RECEIVED
C. B. I.

Dear Honorable President and Members of the Board of Estimates:

The undersigned represents the interests of the American Infrastructure/PC Construction Joint Venture (AI/PC). We respectfully submit the following protest concerning Sanitary Contract No. 877 (Contract) and the Board of Estimates' (Board) proposed action to award the Contract to Archer Western Contractors, LLC (Archer Western). If the Board takes its proposed action and awards the Contract to Archer Western, AI/PC will be harmed because it will not be awarded the Contract despite being the lowest responsive and responsible bidder. For the reasons stated below, award of a contract to any party other than AI/PC would be contrary to the terms of the IFB and in violation of the laws of Baltimore City.

Archer Western's bid plainly fails to comply with the MBE/WBE participation requirements set forth in the Baltimore City Code and the Invitation for Bids (IFB) documents governing the Contract. This failure is **material**, and, as such, renders Archer Western's bid non-responsive. The Board must therefore reject Archer Western's bid and award the Contract to AI/PC as it is the lowest, responsive and responsible bidder. Any other decision would undermine the competitive process and the goals of the MBE/WBE Program.

I. Archer Western's Bid is Fatally Defective and Therefore Must be Rejected.

Archer Western's bid fails to satisfy the MBE/WBE Participation Requirements set forth in the Baltimore City Code and the Request for Proposal documents governing the Contract. Archer Western's bid is therefore non-responsive and, pursuant to the very instructions governing the IFB, must be rejected.

The MBE/WBE Participation Requirements are clear. Each bidder is required to include in its bid a certified MBE/WBE Participation Affidavit in which the bidder commits to utilize certified business enterprises in a percentage that equals or exceeds the applicable contract goals. *See* Baltimore City Code §28-48(b)(1); Bid Instructions, Part A at para. 1 (Bid Requirements). Critical to the MBE/WBE Participation Affidavit is the Statement of Intent Forms, which must be signed by the bidder and each MBE or WBE that the bidder proposes to use. *See* Baltimore City Code §28-48(c)(1); Bid Instructions, Part A at para. 1 (Bid Requirements). The Statement of Intent Forms must include, among other things, the dollar value of each subcontract that the bidder intends to award to the MBE or WBE. *See* Baltimore City Code §28-48(c)(1)(iii). This requirement of including the subcontract price is fundamental to the MBE/WBE Program. Indeed, by signing the form, the bidder and the MBE/WBE expressly represent that they agree to enter into a contract for the noted work/service for the dollar amount or percentage indicated on the form. This form acts as a guarantee that the bidder will meet the MBE/WBE participation goals. *See* Part B: MBE/WBE and Prime Contractor's Statement of Intent Form; Part C: MBE/WBE Participation Affidavit. If the bidder and MBE/WBE are in need of making any changes to the information on the form once it is written on the form, there are explicit instructions as to how to evidence any changes. The form, in bolded, highlighted, and italicized font states that "***ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.***" *See* Part B: MBE/WBE and Prince Contractor's Statement of Intent (emphasis in original). Further, "[a]ny bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is nonresponsive and will be rejected." *See* Bid Instructions, Part A at para. 1; *see also* Baltimore City Code §§ 28-48(b) and (c).

Archer Western has failed to satisfy these MBE/WBE Requirements. Archer Western purported to submit a Statement of Intent Form governing the services to be provided by Manuel Lewis Construction Co., Inc. (Manuel Lewis Construction), *see Exhibit 1*, and a Statement of Intent Form governing services to be provided by Apex Petroleum Corporation (Apex), *see Exhibit 2*, and a corresponding subcontract value for each. However, neither of these forms meets the fundamental requirement of demonstrating an agreement on a subcontract price. It is readily apparent from the original submitted forms that the prices ultimately reflected on the forms were inserted after Manuel Lewis Construction and Apex signed the respective forms. The original number on the respective forms was covered over, and a new price inserted, presumably

by Archer Western. This can only be viewed as an impermissible, unilateral change by Archer Western, as neither Archer Western nor the MBE/WBE at issue initialed the change, as explicitly required by the Statement of Intent. This failure to initial is in direct contradiction to the prominent instructions on the form and is a material breach and violation.

Without evidence of agreement to the change *reflected on the form*, there is no evidence of agreement on price between Archer Western and the MBE and WBE subcontractors. And, without such agreement on price, the noted Statement of Intent Forms are invalid and must be rejected. Once these forms are rejected, you similarly must reject the MBE/WBE Participation Affidavit, as its representations regarding subcontract amounts are dependant upon the validity all of the Statement of Intent Forms submitted by Archer Western. Once either of these forms are rejected, the City's own instructions dictate that Archer Western's bid must be rejected in its entirety. *See* Bid Instructions, Part A at para. 1 (requiring that "[a]ny bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit ***is nonresponsive and will be rejected.***") (emphasis added); *see also* Baltimore City Code §§ 28-48(b) and (c). In addition, when the two forms in question are rejected for being materially deficient, Archer Western's bid fails to satisfy the MBE and WBE participation goals.

This is not the first time that the Board has been confronted with this issue. In 2009, the Board rejected PC Construction's bid in connection with the Montebello procurement (2009, WC 1160) due to its opinion that PC Construction made unilateral changes to a Statement of Intent Form. Then again in 2011, the Board rejected FruCon's bid in connection with the Potapsco procurement (2011, WC 845) for the same reason. **Importantly, the Board determined the issue material and therefore afforded no opportunity to cure in either case.** It is our understanding that this position has been deemed to be integral to maintaining the integrity and success of the City's MBE/WBE process, and so it has been the practice of the Board. It is clear that the practice and precedence set by this Board by these two decisions dictate that Archer Western's bid **must** be rejected as non-responsive.

The Board must follow the precedent it has set and reject Archer Western's bid in this instance. Any other decision would undercut the competitive process, as it would afford Archer Western the benefit of a different standard at the expense of American Infrastructure/PC Construction and the other bidders. More importantly, a failure to reject the bid would undercut the fundamental principles of the MBE/WBE participation goals governing public works.

II. The Board of Estimates Must Accept American Infrastructure/PC Construction Joint Venture's Bid, as it is the Lowest, Responsive and Responsible Bid.

The rejection of Archer Western's bid does not necessitate a rebid. AI/PC submitted a bid for the award of the Contract. An investigation of its submission readily demonstrates that the AI/PC is both responsive and responsible. It is also the lowest bid, given the material defects with the bid of Archer Western. An award of the Contract to AI/PC is therefore consistent with the principles of the City of Baltimore's procurement process and will maintain the public's confidence in this process.

III. Conclusion

The undersigned respectfully requests that this protest be heard at the Board's meeting on August 14, 2013.

AI/PC thanks the Board for its consideration of this letter and looks forward to an award of the Contract to it. As detailed above, such a decision upholds the fundamental principles of the City of Baltimore's MBE/WBE Participation Program and maintains the public's confidence in a procurement process which benefits the City by awarding to the lowest, responsive and responsible bidder for public works.

Respectfully submitted,

ALEXANDER & CLEAVER, P.A



Eliot C. Schaefer, Esq.

See Exhibit 1

PART B: MBE/WBE AND PRIME CONTRACTOR'S

STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.
(Make additional copies of this form as needed.)

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 6a, AND 6e.

Name of Prime Contractor: Archer Western Contractors, LLC
Name of MBE or WBE: MARIAL LAIS CONSTRUCTION CO. INC.

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:
ASPHALT MILLING AND PAVING, CONCRETE AND ASPHALT CONSTRUCTION

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 1,248,405 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.48 % as of 10:30 AM - 06/12/13
** Includes Bid Item 402

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American % Asian American ... %
Hispanic American % Native American .. %

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the prime contractor's execution of a contract with the City of Baltimore. The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (REQUIRED) David Casey, Vice President Date 6/11/2013

Signature of MBE or WBE (REQUIRED) _____ Date 4/17/13

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

See Exhibit 2

**PART B: MBE/WBE AND PRIME CONTRACTOR'S
STATEMENT OF INTENT**

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.
(Make additional copies of this form as needed.)

PART A INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 5A, AND 6A.

Name of Prime Contractor: Archer Western Contractors, LLC
Name of MBE or WBE: Apex Petroleum Corporation

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:
FUEL DISTRIBUTION

Material/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 700,000 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.27 % as of 10:30 AM - 06/12/13
** Includes Bid Item 402

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American _____ % Asian American _____ %
Hispanic American _____ % Native American _____ %

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the prime contractor's execution of a contract with the City of Baltimore. The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (REQUIRED): [Signature] Date 6/11/2013

Signature of MBE or WBE (REQUIRED): [Signature] Date 06/11/13

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.



Emerson Process Management
Power & Water Solutions
200 Beta Drive
Pittsburgh, PA 15238
Tel 1 (412) 963-4000

April 23, 2013

Honorable Stephanie Rawlings-Blake
Mayor of the City of Baltimore
City Hall, Room 250
100 N. Holliday Street
Baltimore, Maryland 21202

Dear Ms. Rawlings-Blake:

I'm writing to express my belief, and concern, that Emerson has been unfairly excluded from consideration as a Plant Process Control System (PCS) subcontractor for the following contract:

- Sanitary Contract 877 – Enhanced Nutrient Removal (ENR) Process at the Back River Wastewater Treatment Plant

Excluding qualified competition can adversely impact the City of Baltimore in the critical areas of cost, security and operational performance.

SPECIFICATIONS EXCLUDE COMPETITION FOR PLANT PROCESS CONTROL SYSTEM (PCS)

The bid specifications excluded all PCS subcontract suppliers except ABB, thereby eliminating competition and creating a sole-source situation for technologies and services critical to the successful operation of the Back River Wastewater Treatment Plant. All General Contractors bidding Sanitary Contract 877 are restricted by the specifications, and may only supply ABB.

SOLE-SOURCE IS NOT JUSTIFIED

This overall purpose of Sanitary Contract 877 is the addition of new ENR capabilities at Back River. However, the work scope of the PCS portion of Sanitary Contract 877 is expanded well beyond the ENR addition, and encompasses the PCS for the entire plant. In fact, the NOTICE OF LETTING for the contract describes the PCS as "plant wide", as follows (emphasis added):

13. Plant Process Control System (PCS) (**plant wide**)

Since the entire plant PCS is being upgraded, it is in the best interest of the City of Baltimore to consider additional qualified suppliers and their technologies for the PCS.

EMERSON SHOULD BE ALLOWED TO COMPETE

Emerson brings extensive, relevant DCS experience in municipal wastewater projects similar to Back River. In cities such as Washington D.C., Boston, New York City, Seattle, Pittsburgh and many others, Emerson has been selected in competitive bids to supply the DCS for those cities' large, critical wastewater treatment plants. In fact, in the last week the City of Buffalo NY entered into a contract with Emerson to replace the aging ABB system at their large wastewater treatment plant.

Emerson is a US company, with headquarters in St. Louis MO. ABB's web site lists their Head Office as Zurich, Switzerland.

Competition will reduce costs to the City of Baltimore, both in capital and operating costs.

Security can be compromised by excluding alternate suppliers and their technologies. The PCS is critical to strong cyber security. Limiting competition deprives the City of Baltimore from considering the stronger security provisions that alternate suppliers may bring. At a minimum, public health and safety, as well as the protection of City assets, demands that the best available security capabilities of alternate suppliers be evaluated.

As bids for this contract are due on May 1, 2013. We respectfully request that you:

- Extend the bid date to provide time for the City of Baltimore to investigate the situation concerning the PCS work scope for Sanitary Contract 877
- Re-evaluate the decision to restrict competition for the PCS work scope
- Modify specifications to permit competitive subcontract bids by qualified PCS suppliers such as Emerson

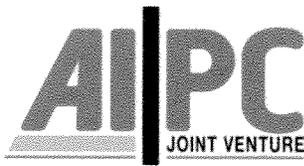
In summary, we believe it to be obvious that the financial, operational and security interests of the City of Baltimore will be served best through competition of this critical work scope, especially in light of the extensive plant-wide PCS modernization which is planned. As a leading supplier of PCS systems for large-city wastewater treatment plants and a U.S. company, we are confident that we can be of great service to the City of Baltimore, and we're eager to compete with other qualified suppliers for this most critical work.

Respectfully,



Douglas Johnson
Director
Business Development

Cc: Alexander M. Sanchez, Chief of Staff
Kym Nelson, Deputy Chief of Staff
Bernard C. Young, Baltimore City Council, Office of President
Alfred H. Foxx, Director of Public Works
Honorable Joan M. Pratt, CPA, Comptroller



July 19, 2013

Board of Estimates
c/o Clerk to the Board of Estimates
Room 204, City Hall
100 N Holiday Street
Baltimore, MD 21202

Re: Sanitary Contract Number 877
Enhanced Nutrient Removal Process at the Back River Waste Water Treatment Plant

Honorable President and Members of the Board of Estimates:

American Infrastructure/PC Construction Joint Venture respectfully submits this statement of concern to the Board of Estimates regarding a potential award of the Sanitary Contract Number 877 (Contract) to Archer Western Contractors, LLC (Archer Western). Archer Western's bid plainly fails to comply with the MBE/WBE participation requirements set forth in the Baltimore City Code and the Invitation for Bids (IFB) documents governing the Contract. This failure is material, and, as such, renders Archer Western's bid non-responsive. The Board must therefore reject Archer Western's bid and award the Contract to American Infrastructure/PC Construction as it is the lowest, responsive and responsible bidder. Any other decision would undermine the competitive process and the goals of the MBE/WBE Program.

I. Archer Western's Bid is Fatally Defective and Therefore Must be Rejected.

Archer Western's bid fails to satisfy the MBE/WBE Participation Requirements set forth in the Baltimore City Code and the Request for Proposal documents governing the Contract. Archer Western's bid is therefore non-responsive and, per the very instructions governing the IFB, must be rejected.

The MBE/WBE Participation Requirements are clear. Each bidder is required to include in its bid a certified MBE/WBE Participation Affidavit in which the bidder commits to utilize certified business enterprises in a percentage that equals or exceeds the applicable contract goals. *See* Baltimore City Code §28-48(b)(1); Bid Instructions, Part A at para. 1 (Bid Requirements). Critical to the MBE/WBE Participation Affidavit is the Statement of Intent Forms, which must be signed by the bidder and each MBE or WBE that the bidder proposes to use. *See* Baltimore City Code §28-48(c)(1); Bid Instructions, Part A at para. 1 (Bid Requirements). The Statement of Intent Forms must include, among other things, the dollar value of each subcontract that the bidder intends to award to the MBE or WBE. *See* Baltimore City Code §28-48(c)(1)(iii). This requirement of including the subcontract price is fundamental to the MBE/WBE Program. Indeed, by signing the form, the bidder and the MBE/WBE expressly represent that they agree to enter into a contract for the noted work/service for the dollar amount or percentage indicated on the form. This form acts as a guarantee that the bidder will meet the MBE/WBE participation goals. *See* Part B: MBE/WBE and Prime Contractor's Statement of Intent Form; Part C: MBE/WBE Participation Affidavit. If the bidder and MBE/WBE are in need of making any changes to the information on the form once it is written on the form, there are explicit instructions as to how to evidence any changes. The form, in bolded, highlighted, and italicized font states that "***ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.***" *See* Part B: MBE/WBE and Prince Contractor's Statement of Intent (emphasis in original). Further, "[a]ny bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is nonresponsive and will be rejected." *See* Bid Instructions, Part A at para. 1; *see also* Baltimore City Code §§ 28-48(b) and (c).

Archer Western has failed to satisfy these MBE/WBE Requirements. Archer Western purported to submit a Statement of Intent Form governing the services to be provided by Manuel Lewis Construction Co., Inc. (Manuel Lewis Construction) and a Statement of Intent Form governing services to be provided by Apex Petroleum Corporation (Apex) and a corresponding subcontract value for each. However, neither of these forms meets the fundamental requirement of demonstrating agreement on a subcontract price. It is readily apparent from the original submitted forms that the prices ultimately reflected on the forms were inserted after Manuel Lewis Construction and Apex signed the respective forms. The original number on the respective forms was covered over, and a new price inserted by Archer Western. This can only be viewed as an impermissible, unilateral change by Archer Western, as neither Archer Western nor the MBE/WBE at issue initialed the change, as explicitly required by the Statement of Intent. This failure to initial is in direct contradiction to the prominent instructions on the form and is a material breach and violation.

Without evidence of agreement to the change *reflected on the form*, there is no evidence of agreement on price between Archer Western and the MBE and WBE subcontractors. And, without such agreement on price, the noted Statement of Intent Forms are invalid and must be rejected. Once these forms are rejected, you similarly must reject the MBE/WBE Participation Affidavit, as its representations regarding subcontract amounts are dependant upon the validity all of the Statement of Intent Forms submitted by Archer Western. Once either of these forms are rejected, the City's own instructions dictate that Archer Western's bid must be rejected in its entirety. *See Bid Instructions, Part A at para. 1 (requiring that "[a]ny bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is nonresponsive and will be rejected."*) (emphasis added); *see also* Baltimore City Code §§ 28-48(b) and (c). In addition, when the two forms in question are rejected for being materially deficient, Archer Western's bid fails to satisfy the MBE and WBE participation goals.

This is not the first time that the Board has been confronted with this issue. In 2009, the Board rejected PC Construction's bid in connection with the Montebello procurement (2009, WC 1160) due to its opinion that PC Construction made unilateral changes to a Statement of Intent Form. Then again in 2011, the Board rejected FruCon's bid in connection with the Potapsco procurement (2011, WC 845) for the same reason. **Importantly, the Board determined the issue material and therefore afforded no opportunity to cure in either case.** It is our understanding that this position has been deemed to be integral to maintaining the integrity and success of the City's MBE/WBE process, and so it has been the practice of the Board. It is clear that the practice and precedence set by this Board by these two decisions dictate that Archer Western's bid **must** be rejected as non-responsive.

The Board must follow the precedent it has set and reject Archer Western's bid in this instance. Any other decision would undercut the competitive process, as it would afford Archer Western the benefit of a different standard at the expense of American Infrastructure/PC Construction and the other bidders. More importantly, a failure to reject the bid would undercut the fundamental principles of the MBE/WBE participation goals governing public works.

II. The Board of Estimates Must Accept American Infrastructure/PC Construction Joint Venture's Bid, as it is the Lowest, Responsive and Responsible Bid.

The rejection of Archer Western's bid does not necessitate a rebid. American Infrastructure/PC Construction Joint Venture submitted a bid for the award of the Contract. An investigation of its submission readily demonstrates that the American Infrastructure/PC Construction bid is both responsive and responsible. It is also the lowest bid, given the material defects with the bid of Archer Western. An award of the Contract to American Infrastructure/PC Construction is therefore consistent with the principles of the City of Baltimore's procurement process and will maintain the public's confidence in this process.

III. Conclusion

American Infrastructure/PC Construction thanks the Board for its consideration of this letter and looks forward to an award of the Contract to it. As detailed above, such a decision upholds the fundamental principles of the City of Baltimore's MBE/WBE Participation Program and maintains the public's confidence in a procurement process which benefits the City by awarding to the lowest, responsive and responsible bidder for public works.

Respectfully submitted,

American Infrastructure/PC Construction Joint Venture

DUPLICATE

6/12/13

SANITARY CONTRACT NO. 877

NOTE: NO INFORMATION OTHER THAN THAT INCLUDED IN OR ATTACHED TO THIS ORIGINAL BID DOCUMENT (WHERE SUCH ATTACHMENT IS PERMITTED) WILL BE USED IN DETERMINING AWARD.

ORIGINAL (NOT TO BE DETACHED)
NOTICE TO BIDDERS

CITY OF BALTIMORE
DEPARTMENT OF PUBLIC WORKS
BUREAU OF WATER AND WASTEWATER

THE COMPLETE (ORIGINAL)
CONTRACT BOOK AND
DUPLICATE OF BID OR
PROPOSAL MUST BE
INCLUDED IN THE
BID ENVELOPE

SANITARY CONTRACT NO. 877

III. BID OR PROPOSAL

Bids Due: May 22, 2013

Certified Check or Bank Cashier's Check or Bank Treasurer's Check or Bid Bond Equal to Five Percent (5%) of the Total Bid Submitted.

Days to Completion: 1,095 Consecutive Calendar Days

Liquidated Damages: \$30,000 per Calendar day.

NPDES DISCHARGE PERMIT CIVIL PENALTIES: The Contractor understands that TIME IS OF THE ESSENCE UNDER THIS CONTRACT and in the event the completion schedule for the work to be constructed, successfully tested by the Contractor, and accepted for operation by the City is not met, the City of Baltimore may incur significant and substantial stipulated penalties pursuant to the conditions of the Plant NPDES Discharge Permit.

In addition to the liquidated damages specified herein and in accordance with the Standard Specification Section 00 73 83, the Contractor hereby agrees to pay the amount of all civil penalties imposed on the City pursuant to the conditions in State Permit No. 10-DP-0581 (NPDES Permit No. MD0021555), directly or consequently resulting from the Contractor's failure to complete the Work in accordance with the Contract Documents.

It is understood that violations of permit conditions in the said NPDES Discharge Permit are subject to a civil penalty not to exceed \$32,500 per day for each violation under the Clean Water Act, in addition to any civil penalties for violations of State water pollution control laws under the Annotated Code of Maryland.

Made this 12th day of June 2013

By Archer Western Contractors, LLC.
(Name)

2410 Paces Ferry Road, Suite 600, Atlanta, GA
(Address) 30339

PART B: MBE/WBE AND PRIME CONTRACTOR'S

STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.

(Make additional copies of this form as needed.)

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 4, 5, AND 6.

Name of Prime Contractor: Archer Western Contractors, LLC

Name of MBE or WBE: Apex Petroleum Corporation

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

FUEL DISTRIBUTION

Material/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 700,000 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.27% as of 10:30 AM - 06/12/13 ** Includes Bid Item 402

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American 0% Asian American 0%
Hispanic American 0% Native American 0%

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the prime contractor's execution of a contract with the City of Baltimore. The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (REQUIRED):

Date

6/11/2013

Signature of MBE or WBE (REQUIRED):

Date

06/11/13

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

**PART B: MBE/WBE AND PRIME CONTRACTOR'S
STATEMENT OF INTENT**

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.
(Make additional copies of this form as needed.)

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 6a, AND 6c.

Name of Prime Contractor: Archer Western Contractors, LLC
Name of MBE or WBE: MARBA LUIS CONSTRUCTION Co. INC.

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:
Asphalt Milling and Paving, Concrete and Asphalt Construction

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 1,248,405 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 0.48 % as of 10:30 AM - 06/12/13
** includes Bid Item 402

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American % Asian American ... %
Hispanic American % Native American .. %

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the prime contractor's execution of a contract with the City of Baltimore. The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (REQUIRED) David Casey, Vice President Date 6/11/2013

Signature of MBE or WBE (REQUIRED) _____ Date 4/17/13

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Bureau of Water & Wastewater - cont'd

This transfer of funds is needed for the award of SC 877, Enhanced Nutrient Removal Process at the Back River Wastewater Treatment Plant.

President: The second item on the non-routine agenda can be found on Pages 40 and 41, Recommendation for Contract Awards and Rejections, Items 11 and 12. Will the parties please come forward?"

Mr. Thomas Corey: "Good morning, Mr. President, Members of the Board, I'm Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. Uh -- I'm here to uh -- present the findings of uh -- that we made on, SC, uh -- contract SC 877. We found, uh -- in favor, of uh -- of, uh -- I think um it's Archer Western on this item. The argument by American Infrastructure is that there is a change in the contract amount on two Statement of Intent forms. Uh -- we were not able to determine if there was an actual change or a strikeout that would require two initials of that particular dollar amount. We typically would look at the dollar amount on the Statement of Intent form and if someone has uh -- struck through, put a line through one amount and written another, we would require that there be initials by both parties. In this instance, the allegation is that there was Wite-Out used, or some other technique used to put over a previous number. We can't make the

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determination from the documents when we read. That would be something that we would, that we would hesitate to say that the company has done this. We have no way to know if it did happen, why did it happen, did it happen while they were signing the documents, or after the documents, that's just a determination we're not in a position to make, so, uh -- we reject the recommendation American Infrastructure is making."

President: "Okay."

Eliot C. Schaefer, Esq., Alexander & Cleaver: "Mr. President, Members of the Board, my name is Eliot Schaefer with Alexander & Cleaver, representing the American Infrastructure PC Construction Joint Venture. I have members of the joint venture here with me, as well today. Um, we are requesting today that the Board reject the Procurement Officer's recommendation that the Sanitary Contract 877, be rejected, or be awarded to Archer Western. The recommendation is arbitrary, capricious and violates the law because Archer Western submitted two defective, non-responsive Statements of Intent and a defective non-responsive participation affidavit. Archer Western's bid was materially deficient on its face and cannot be corrected, and therefore it must be thrown out. The Baltimore City Code and the explicit instructions on the solicitation are clear and require that all bids include an executed Statement of Intent

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form. In capitalized, bolded and italicized letters at the bottom of the form, the instructions explicitly state that any changes to the information on this form must be initialed by both parties. It's readily apparent from the original Statement of Intent that was submitted by Archer Western for Apex Petroleum Corporation and Manuel Luis that the prices reflected on the forms were inserted and changed after the subs executed the contract. You can see on the Apex Petroleum form that there is clearly a white out or a mark underneath the line, which indicates the, the price was changed."

City Solicitor: "And I'm sorry, how is it that you were able to tell that that change occurred after the form was signed?"

Mr. Schaefer: "On the original document, you can tell that there was a Wite-Out the line where the, the, the sub-contract amount is entered. It was whited out or it wasn't -- wasn't clear; it wasn't on the original, on the original form. So it shows that it was covered up, whited out, done something that."

City Solicitor: "Are you able to tell whether that whiting out and that correction, if you will, was done before or after the form was signed by the general and the sub-contractor?"

Mr. Schaefer: "We do, based on the face of the form, we cannot tell that though."

City Solicitor: "Do you have any other independent information

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from the sub-contractor or scientific analysis or technical analysis that would answer that question?"

Mr. Schaefer: "We do not have that."

Mr. David Worzikowski: "My name is David Worzikowski. I'm here for PC Construction Company. I just would point out that, um, I'm not sure if I understand the um, the relevance of when, obviously the intent of the rule and the statement on the form means that there be no change. The fact that we don't know when the change was made, it is clear that there was a change and it was not initialed."

City Solicitor: "If, if we don't know when the, the amount that ultimately appeared on top of a white-out, I'm assuming for the moment, not having seen the document, if we don't know when that amount appeared, whether it appeared before or after the signatures, we don't know whether there was a change. A change clearly means a change after the document has been signed by the general and the sub. I, I assume, I take it, this document was signed by the general and the sub. It was only changed if the amount was altered after those signatures were placed there and I gather that you all don't know whether that occurred after or before the signatures were placed there."

Mr. Corey: "I might add, we're not clear that there's a change."

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City Solicitor: "That's what I'm saying. It's only a change if, if the numbers are altered after the document is signed. If it's, if, if the white out is done and the amount is put in before the document is signed, there's no change."

Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. Um, it doesn't specifically state that. It says any changes to the form. If there were changes, there's no, there's no, there's no requirement that it be done after the execution, before the execution. A change to a form is a change to a form, whether executed before or not. If there is evidence that any document."

City Solicitor: "We have a disagreement. I mean, I, to me the thing that's got to be changed is the document that has been signed. If that document, with the signatures on it, has been changed, and that change is not concurred in, expressly by the two signers, then that's a change and we would have a real problem here but we don't know that that occurred in this instance."

Mr. Worzikowski: "Is that your position then, that if a document has a number that is crossed out and replaced by a different number, uh, then, because you don't know when that cross-out replacement was made?"

City Solicitor: "Well, uh, in that instance, we would typically require that they initial that."

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Mr. Corey: "That's right, we require."

City Solicitor: "On the face of the alteration of the document."

Mr. Worzikowski: "So, what is the difference in the modern time, where obviously Wite-Out exists, what would prevent anybody from whiting out any number and writing in another number?"

City Solicitor: "Well, we, well we wouldn't, for example, let's say there's a number that was written in in pencil, if there was an erasure, and that was corrected and a different number was put in, and the document bore the signatures at the bottom, we would not view that as a change. I wouldn't anyway. Unless somebody, unless somebody established to me that the erasure occurred after the signature by the parties and without the knowledge of one of the signing parties. If you had, if you had, here today the sub-contractor who subscribed to that document and the sub-contractor said "I didn't concur that change, that was put on after my signature", then that would be a different situation."

Mr. Schaefer: "Eliot Schaefer, with Alexander & Cleaver. But it is the burden of the bidder to submit executed signed documents."

City Solicitor: "Yes, but, it's the bidder of the protest to sustain a protest."

Mr. Schaefer: "Correct, correct. But with respect to the

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second document, we'll talk to, the Manuel Luis Construction document, the number one million two hundred forty-eight thousand four o five, the eight on the document clearly looks like it was changed. It looks like it was a three originally, written out with an eight. It was written over and this, this, exact situation was dealt with in, uh, previously by the, the, um, DPW SC 845 in 2011. That was the exact same situation where a, a, number was written over and the bid was deemed non-responsive, and, the the reason the prime appeared to submit what contained appeared, appeared, to be a unilateral price change, and there were no corresponding initials on that document. In that case, the Procurement Officer deemed that bid non-responsive and it could not be cured, and that's because the procurement process has policy and procedures that must be followed. Uh, the rules are here for, to apply to all bidders, they're drafted to insure fairness and competitiveness in uh the procurement process. On the capitalized, italicized and bolded on the bottom of this document "Any changes to the information on this form must be initialed by both parties". That did not happen here. It was a blatant violation of the rules and Archer Western did not submit a, a, a Statement of Intent form that, complied with, with the Article 5, uh -- Section? Uh -- subtitle 28, or the, or the uh, the explicit directions, the

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explicit instructions of the solicitation."

Mr. Corey: "I don't find that argument particularly persuasive, because in my daily work, I sometimes start out writing one number wrong and I correct it in the middle of that number. That's not a change to a document, it's just the way it happens to the, the, placing the number on the particular document. So, if what he's saying, that argument doesn't seem to hold any water to me."

Mr. Schaefer: "That's still a change, if you change--"

Mr. Corey: "That's not a change if it's being done on the document at the same time. It's a change after the document is executed, and somebody comes after it."

Deputy Comptroller: "Mr. Corey, uh, in reviewing the MBE Statement of Intent form from Archer for Manuel Luis Construction, as well as for Apex, by the sub-contract percentage, there is, uh, a typed note that says "As of 10:30 A.M. 6/12/13, includes bid item 402."

Mr. Corey: "Yes."

Deputy Comptroller: "And that's by the percentage. That appears after the date that each of these forms were executed by the contractor and the subs. So, I'm curious about that and why that appears, because it looks like it pertains to the percentage amount, which would then suggest that there's a

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change in the percentage amount and possibly in the dollar amount, and it's not clear to me."

Mr. Corey: "Well, I don't know what, I saw those things, and but I don't know what that relates to. We look at the document in terms of what's printed in these other lines in the signature. What that means, I don't know what that means."

Deputy Comptroller: "I, I --"

Mr. Corey: "Who put it there -- whether that means the bidder put it there or I don't know, it's not--"

Deputy Comptroller: "Clearly after the date that it was signed by the MBE or the WBE. It says 4/17/13 for Manuel Luis Construction that it was executed and for Apex, it's signed on 6/11/13."

Mr. Corey: "Right."

Deputy Comptroller: "But it has this notation and it's right by the percentage and it seems that there was some type of change, and I'm, I'm, perplexed as to again, I don't know what it means specifically but there clearly is a date right here."

Mr. Corey: "It's on both documents, I won't disagree with that, but I don't know what it means. We looked at the dollar figure and percentages, and there's a change there. When there, that particular type-written notation was on the document, we don't have any idea what it meant, but we clearly didn't see it."

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Deputy Comptroller: "It's after the date, and it's beside the line that says for the percentage, so it does."

Mr. Corey: "I understand that."

Deputy Comptroller: "Suggest something has happened on 6/12/13 at 10:30 A.M."

Mr. Corey: "Then you ask me to guess what happened?"

Deputy Comptroller: "I understand, but the question is there's I think there's something and it's worthy of review considering that it is after the date that the sub signed and the day after the date that the contractor signed the forms."

Mr. Corey: "There are certain assumptions we're not willing to make because they belong out of direction."

Deputy Comptroller: "Well."

City Solicitor: "Is this something, Madam Deputy Comptroller, are you looking at a document that was submitted with the protest, because I'm, I don't have a copy or at least I don't."

Deputy Comptroller: "I, I, Yes it was. It was submitted with the protest from Alexander & Cleaver yesterday and it should have been with what the Board sent out."

City Solicitor: "Is it Exhibit 1 or Exhibit 2?"

Deputy Comptroller: "I, let me, let me pass it down for you if I may and if you look back to the MBE Statement of Intent form and the WBE Statement of Intent form, right there, Mr. Nilson."

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Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. It is clearly uncertainty with, with the amounts that were entered on here. I think that, uh, they're in a position to, to, there uh, uh, guessing, assuming that information was correct, there's enough contradictory information on the face of the Statement of Intent form with the date, with the cross-out, with the letter being overwritten, that it, it's certainly questionable whether there was a change in, a change to the Statement of Intent form after it was executed."

Lorenzo Bellamy: "Mr. President, Members of the Board, Lorenzo Bellamy, Alexander & Cleaver. Also, just, just to reiterate, there is no discretion allowed by either this Board or Mr. Corey in terms of what should be signed or what a change is. It clearly states that any change to the information on this form must be initialed by both parties. I mean, Period. There's no discretion allowed here. There's enough uncertainty as Mr. Eliot articulated from Mr. Corey is not sure exactly what numbers are changed; he's even admitted that sometimes he makes changes, or strike-outs, or changes to the numbers and that is material and cannot be cured."

Mr. Corey: "I didn't say I made changes. I said during the course of executing the document, I may mis-write a number, but a change occurs to the document only after it's executed by the

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parties. That is our definition of change with regard to this."

City Solicitor: "Let me ask you a question with regard to the percentage of the total contract. So, that's, that is a percentage, I guess, that can only be calculated at the time a bid is submitted. Is that right?"

Mr. Schaefer: "I'm sorry."

City Solicitor: "The sub-contract percentage of total contract is a number that can only be ascertained at the time the bid is finalized and submitted. Is that right?"

Mr. Schaefer: "Yes."

City Solicitor: "So what do you do, what would you do in a situation if that percentage deviated or was inaccurate given the sub-contract amount, and let's take the one I'm looking at here, which is uh -- Luis Construction. So, the amount is \$1,248,405.00, and this indicates, with the notation a 0.48. What would happen if a \$1,248,405.00 actually was 0 -- 0.40 percent, not .48 percent?"

Mr. Corey: "We would investigate that and it would be investigated by both offices, the Comptroller's office is very, they're very good at bringing something like that to our attention if we don't catch it, and so if that percentage deviated significantly, significantly from the dollar amount, then we would have no recourse but to find the bidder non-

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compliant because there's an inconsistency there between the percentages and the dollar amount. We didn't find that in this. We didn't find."

City Solicitor: "Okay. Okay, alright."

Mr. Schaefer: "Eliot Schaefer with Alexander & Cleaver. This contract, it's, it's a, it's a large contract."

City Solicitor: "Yes, it is. That's why you're all here."

Mr. Schaefer: "There is definitely question as to the responsiveness of Archer Western. It's, it's too important of a contract. Our client, the American Infrastructure/PC Construction Joint Venture, their, their contract, their bid complied with all aspects of the law. They had their documents executed properly; their documents, while they were a more expensive contract, a more expensive bid, the submission by Archer Western clearly is non-responsive and with the size of this contract, the value of the contract, it shouldn't be awarded when there's this much questionable information."

City Solicitor: "And since you just made that statement, um -- so on the, on the Part B documents submitted by your client, um, are you saying, that in the case of your client, percentages were inserted before the signatures of both the sub-contractor and the general contractor, and if so, how do we know that?"

Mr. Schaefer: "I, I don't have that information, when, when the

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documents were executed by."

City Solicitor: "Is it your understanding that um, it is generally the case that the um, sub-contract percentage figure is inserted typically, or often, on the day the bids are due? Because that's the day that your client decides what bid to put in, typically."

Mr. Barry Tucker: "Sometimes we, uh."

President: "Can you - can you state--."

Barry Tucker: "Barry Tucker with American Infrastructure. If, if we received a quote from a minority contractor and there's no, uh, in the competitiveness, there's no uh, other minority that's, that may be more competitive, there may be a change or a submission on bid, but before bid day versus a non-bid day."

President: "Anybody else?"

Mr. Schaefer: "No, we just request the entire bid be deemed, the Archer Western bid be deemed non-responsive and request the Board to reject the Procurement Officer's arbitrary and capricious decision because of the changed Statement of Intent forms."

Deputy Comptroller: "I have one another question. You just said that you may make a change some time before date, bid day or, I'm sorry that you might make a change on the amount before bid date or um, on the bid date. Would you have it initialed at

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that point, if you made a change?"

City Solicitor: "Time sensitive? Could you live with a deferral of one week?"

Mr. Schaefer: "Um, I think a change whenever made, would need to be initialed. That's my understanding. The policy announced today, I think, the that Wite-Out change is not considered a change. Is not, I think, following on the Comptroller's earlier question the issue about the date that the form was signed, and what, what, what's clear because of the percentage comment, it indicates that the form was signed before the number was changed, whether or not the percentage is impacted, um, I don't know what exactly current policy is about that. Um, we're not really arguing that that the percentage is the issue, here. The change in the percentage; it's that the date the form was signed, it's obviously been changed since that date, uh the dollar amount. Whether um -- the Board is now accepting and the department is now accepting uh -- changes by Wite-Out, um, that's a new issue."

City Solicitor: "Who has the original document that we're looking, that we're talking about here?"

Mr. Corey: "It's probably in the agency."

Deputy Comptroller: " The agency."

City Solicitor: "Pardon me in the agency?"

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Mr. Corey: "Yes, it's probably in the agency."

City Solicitor: "I mean, you can't, these documents don't indicate Wite-Out or, I mean I'm hearing you all talk about a whited out document that I have, that none of us has seen. I'm going to ask the agency, uh, what would be the implications of a one-week deferral of the Board's decision?"

Rudy Chow, Head of Bureau of Water and Wastewater: "Rudy Chow, I'm the Bureau Head for Water and Wastewater. This particular contract was bid on once already and particularly we are also facing a deadline from the State that's stated on our permit. Uh, the way it is right now, we are already on a very tight schedule, so a deferral of one week would not be uh --favorable. I would not recommend that."

City Solicitor: "Well, well, are you saying that a delay of one week and Board action a week from now would throw you out of compliance, whereas proceeding right now you would be in compliance?"

Mr. Chow: "We are already in danger of non-compliance."

City Solicitor: "Okay, how close are you to. . ? I hear you."

Mr. Chow: "Talkin' about days. In the overall contract."

City Solicitor: "Pardon me."

Mr. Chow: "We're talkin' about days."

President: "Mr. Foxx?"

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Director of Public Works: "Uh, the uh, the agency has a deadline to complete the project and get it in uh, and get it functional. I'm not -- I think the deadline is in December 2016."

Mr. Chow: "That's correct."

Director of Public Works: "December of 2016. Since this had been bid out earlier, and was, uh, and we had to go back and re-bid, the uh, quite some time, months as a matter of fact has been eaten up in that process. Uh, they, uh, we, we would like to proceed on with this contract so that we can get it out and get construction underway."

City Solicitor: "Could, could I ask, could I ask one of the representatives of the protesting -- um, how much difference is there between your client's bid and the Archer bid, how much higher or lower was your client's bid?"

Mr. Schaefer: "You have the numbers there?"

City Solicitor: "Round numbers will do."

Mr. Schaefer: "The difference is about \$15 million."

City Solicitor: "Fifteen?"

Mr. Schaefer: "Yes."

Mayor: "Meaning yours is \$15 million higher than the bid that we're recommending?"

Mr. Schaefer: "Yes. Give them the numbers."

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Mayor: "I can't hear you."

City Solicitor: "Ready for a Motion?"

Mr. Schaefer: "Yes, the numbers that I have. . ."

President: "I'll give them a chance to say something first."

City Solicitor: "Yes. Absolutely."

Mr. Schaefer: "The Archer Western bid was \$263 million; the A.I./PC Joint Venture was \$278 million. Uh, but it has been the practice and precedent of, of, procurement officers to throw out. . ."

City Solicitor: "I understand."

Mr. Schaefer: "To throw out the Statements of Intent when, when there's evidence of changes on the forms."

Mr. Bellamy: "Mr. Solicitor, Lorenzo Bellamy again. You know you made a comment about how important this is and you know this one-week deferment. I think that because of the size of this contract, the size of this work and the interests of the citizens of Baltimore, and what the City is trying to accomplish, I don't see a one-week deferral, uh I think it would give Mr. Corey a chance to actually review this document again and to answer, maybe, some of his outstanding questions, about whether or not, he, "is this a change or not a change". He has questions about it, we have questions about it; he's not sure, we, we, believe that, that were changes."

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President: "I'll entertain the Motion."

Mr. Arnold M. Jolivet, Maryland Minority Contractors

Association: "But, I haven't been heard."

President: "Oh, you filed a protest?"

Mr. Jolivet: "I did send a protest."

Deputy Comptroller: "He, he did. He did."

President: "Okay. I'm sorry. You were standing on this side, so I don't know. You should have been standing on that side, so you threw me off."

Mr. Jolivet: "Move back over here, maybe he if you don't want me on his side."

President: "Go ahead."

Mr. Schaefer: "I have one last statement. Eliot Schaefer, Alexander & Cleaver. The uh, the A.I./PC bid is still under the engineer's estimate, so it is still below that threshold."

President: "Uh, okay."

Mr. Jolivet: "Mr. President, one final, one final. . ."

Mr. Foxx: "That's not an accurate statement. It's not."

(Inaudible)

Mr. Jolivet: "Mr. President, one final, and I briefly alluded, to the question is, as I stated in my communications, is that I think that this contract, with regard to, I, I appeared before this Board when this identical contract was first got the

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permission to advertise, and if you may recall, I stated at the time that it was incumbent upon the City's MWBOO to place, to set and place sub-goals on the contract, and Mr. Corey was here, uh, I pointed out that in 2007, we found, uh, the City found, that prime contractors were unnecessarily excluding African-American MBE subs, so therefore, we specially amended the ordinance to authorize MWBOO to establish and place sub-goals for each one of the enumerated minority groups, uh, benefiting from the ordinance in each contract over \$1 million dollars, construction and engineering. I am just concerned here that, our failure to put the sub-goals in this contract, 200, it was expected and projected initially, that the contract would bid for anywhere from \$200 to \$300 million, and it came in substantially lower. But nevertheless, my point is, you didn't set sub-goals. As a result of not setting sub goals, we find that, again, there is a tremendous substantial unacceptable imbalance in the amount of the sub-contracts going to African-American MBEs versus non-African-American MBE's and I think it's insulting when, when, when we have a situation in Baltimore, where African-American MBEs make up literally 90% of all the City certified MBEs and on this contract, the African-American MBEs received only \$10 million dollars and the non-African-American, one other group, received \$38 million dollars. That's

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an imbalance that's certainly not proper, and not right, and so I'm asking the Board -- while I'm not asking the Board to reject the bids -- I think it would be proper for the Board to send the contract back to Mr. Corey's office and ask the contractor to re-do its MBE, because under the current submission, the terrific, unacceptable imbalance in the amount of MBE subs going, er, dollars going to African-Americans versus MBE dollars going to other minorities, it's just not fair. It's just an unacceptable imbalance here, and I hope that this also would teach us a lesson, where in future contracts of this kind, that Mr. Corey will find a way to set sub-goals because it's been proven, over the years, that in the absence of setting sub-goals, that almost invariably, the contractor excludes the minority, uh, the African-American minorities, and I say to you again, I feel think is unacceptable. I've talked to Mr. Corey about this, uh, many times. Unfortunately, he's agreed with me in principle, but I can never get him to set the sub-goals as the ordinance provides, and Mr. President, I would ask as a condition of awarding this contract, if the Board in its wisdom, decides to award, that the condition would be that the contractor be put on notice that in further awarding of other sub-contracts, that in and of further awarding of sub-contracts, African-American sub-contractors would get a fair and equal

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opportunity to be awarded them, because right now we're being cheated uh, unnecessarily and unacceptably. I just, I, I'm very, very much perturbed that in 2013 we can have a contract in the operations of our minority program that are supposed to help and support and include African-Americans that we can award a contract that in fact excludes African-Americans. I don't think it's acceptable, and I would ask this Board in making this award, assuming they make the award, that they would remedy this situation. It's unfair and unacceptable."

President: "I entertain the Motion."

City Solicitor: "I move that we deny the protest filed by Alexander & Cleaver on behalf of its client, and accept the recommendation of the agency to award to a low bidder."

Director of Public Works: "Second."

President: "All those in favor, say "Aye".

"Aye."

President: "All opposed, "Nay".

City Solicitor: "Will you accept the Motion of Mr. Jolivet's?"

President: "Yeah, okay."

City Solicitor: "I move that we deny the protest of Mr. Jolivet. The assessment of sub-goals is in the discretion of MWBOO there are \$47 million dollars in MBE work on this contract. I hear Mr. Jolivet saying that's not enough in his view of that ended

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up going to African-American minorities. I don't think that alone is enough um -- to take the action that he's suggested, so I move that we deny his protest."

Director of Public Works: "Second."

President: "All those in favor, say AYE. Aye."

President: "All opposed, say "NAY". The Motion carries."

Clerk's Note: During the temporary absence of the Comptroller, during the discussion of this item, prior to the Motion and the Vote, the Deputy Comptroller sat on behalf of the Comptroller.

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

13. SC 907, Improvements to Sanitary Sewers in East Baltimore Region of the High Level Sewershed Inland Waters Pollution Control, Inc. \$ 5,309,471.19

MBE: Daco Construction Corporation \$476,611.00 9.00%
WBE: Peer Consultants, PC 211,827.00 4.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM AM-LINER EAST, INC.

14. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 7,008,502.00	9956-904620-9549	
Wastewater Revenue Bonds	Construction Reserve Sewer System Rehab-High Level	
\$ 530,947.41	-----	9956-905620-9551-2
		Extra Work
530,947.00	-----	9956-905620-9551-3
		Design
318,568.40	-----	9956-905620-9551-5
		Inspection
5,309,471.19	-----	9956-905620-9551-6
		Construction
318,568.00	-----	9956-905620-9551-9
<u>\$ 7,008,502.00</u>		Administration

This transfer is needed for the award of SC 907, Improvements to the Sanitary Sewers in East Baltimore, High Level Sewershed.

June 3, 2013

HAND-DELIVERED

Hon. President C. Jack Young
and Hon. Members of the Board of Estimates
c/o Clerk, Board of Estimates
City Hall, Room204
100 N. Holliday Street
Baltimore, MD21202

Re: *Protesting Party*: Am-Liner East, Inc.

Procurement: Department of Public Works, Bureau of Water and Wastewater
Sanitary Contract Number 907, Improvements to Sanitary Sewers in East Baltimore Region of
the High Level Sewershed

Dear President Young and Honorable Board Members:

On behalf of Am-Liner East, Inc. ("Am-Liner East"), this letter is submitted by its counsel

1. To protest the recommendation and award of the above-referenced contract by this Board to a party other than Am-Liner East, the responsible bidder submitting the low and responsive bid under the Solicitation; and
2. Further, to protest the award of any contract to the second-low bidder, Inland Waters Pollution Control Inc., which bidder should be, together with any affiliate, subsidiary, or partner, deemed non-responsible.

As reasons in support of the protest, we state the following:

Am-Liner East¹ submitted a timely and legally responsive bid in response to Sanitary Contract 907, *Improvements to Sanitary Sewers in East Baltimore Region of the High Level Sewershed* (the "Solicitation"), and protests rejection of its bid by the City of Baltimore; and Am-Liner East further protests the City of Baltimore's award of a contract to any bidder other than Am-Liner East, the low, responsive and responsible bidder submitting a bid in response to the Solicitation.

The rejection of Am-Liner East's bid for the alleged ineligibility of its proposed MBE subcontractors is arbitrary, capricious and contrary to the express terms of the Solicitation here, where

¹ Am-Liner East's headquarters address is 601 Jack Enders Boulevard, Berryville, Virginia 22611. Am-Liner East's main telephone number is 540-955-9671; its main telefacsimile number is 540-955-2872.

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- Am-Liner East's bid included three (3) fully-executed MWB/WBE and Prime Contractor's Statements of Intent that committed to utilize certified MBE and WBE firms to achieve the Solicitation's goals of 9% (MBE) and 4% (WBE), included for each the proposed subcontract value and proposed subcontract percentage of the total contract and description of the work/service to be performed;
- Each of the Statements of Intent submitted by Am-Liner specified work that the identified subcontractor was to perform, and for which each subcontractor was certified;
- MWBOO and DPW previously treated Am-Liner's similar descriptions of subcontractor utility work as compliant.
- Am-Liner East's bid submission also included a fully-executed MWB/WBE Participation Affidavit that affirmed that Am-Liner East had achieved 9% MBE and 4% WBE participation, in accordance with the Solicitation's goals.

Accordingly,

1. The City of Baltimore Minority and Women's Business Opportunity Office (MWBOO) determination that Am-Liner's bid submission package was "non-compliant" was clearly erroneous, arbitrary, capricious and in violation of the unambiguous terms of the solicitation and applicable statutory and regulatory authority.
2. The Department of Public Works' reliance on MWBOO's determination as the basis for its rejection of Am-Liner East's bid and refusal to recommend award of a contract to Am-Liner East is therefore unsupported by law or fact, and itself arbitrary, capricious and in violation of the unambiguous terms of the solicitation and applicable statutory and regulatory authority.

As is detailed below, Am-Liner East's bid conformed in all material respects with the Solicitation's requirements regarding MBE and WBE participation, and was the lowest submitted in response to the Solicitation. Accordingly, rejection of Am-Liner East's bid, and award of a contract to any bidder other than Am-Liner East, would violate the Board of Estimates' mandate to make award of the contract, as an entirety to the lowest responsive and responsible bidder, Balt. City Charter, Art. VI, §11(h)(1)(ii) ("After opening the bids, the Board of Estimates shall award the contract, as an entirety to the lowest responsive and responsible bidder . . .").

Am-Liner East further protests any proposed award to Inland Waters Pollution Control, Inc. ("Inland") on the grounds that Inland is nonresponsive for this procurement and has submitted a nonresponsive bid:

- Inland's Bid/Proposal Affidavit submitted with its bid falsely asserts that neither Inland, Inland's affiliates, nor any of those involved in the operations of either "has ever been suspended or

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debarred (including being issued limited denial of participation) by any public entity". To the contrary, however, and as detailed below and in the Exhibits submitted herewith,

- Inland and two of its affiliated companies² were referenced in a federal indictment of Detroit's then-Mayor Kwame Kilpatrick and three co-conspirators for extortion and related charges (*U.S. v. Kwame M. Kilpatrick, et.al.*, No. CR-10-2-403 NGE).
- On December 21, 2011, the Detroit Board of Water Commissioners suspended Inland and two of its affiliates from bidding on water department projects through December 31, 2014.
- On December 31, 2011, Detroit Board of Water Commissioners declared Inland and its affiliates "non-responsible bidders" and banned them from bidding on water department work for the next three years.
- The suspension remained in effect as to Inland Waters Pollution Control, Inc. until November 28, 2012, January 11, 2012.

As a result, Inland, for purposes of this procurement, is non-responsible.

- Inland's bid is nonresponsive for its failure to comply with the RFP's mandate that bidders disclose prior suspensions of bidders and their affiliates
- Inland's bid is further nonresponsive for failure to submit pricing for six (6) line items (Line Items 507 – 512).

In support of this protest, Am-Liner East proffers documentary and testimonial evidence attached hereto, and is fully prepared to offer additional testimony that the Board of Estimates may find appropriate.

² Inland Waters Pollution Control, Inc., Inland Management, Inc. and Inland Pipe Rehabilitation, LLC, all were implicated in the federal corruption indictment (*see U.S. v. Kwame M. Kilpatrick et al.*, Criminal No. CR-10-20403-NGE) , and all were suspended in the December 21, 2011 action. Inland Pipe Rehabilitation's website identifies that company as "IPR" and contains a webpage that identifies Inland Waters Pollution Control, Inc. as one of "The IPR Family of Companies" See Exhibit 25 (.pdf converted from IPR website at <http://www.inlandpiperehab.com>)

The three companies are affiliates. Exhibit 24 contains information from public databases that establishes that the three companies share common officers and directors among them and two charts that summarize that information and depict, graphically, the inter-related nature of the three companies.

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FACTUAL BACKGROUND

A. The Invitation for Bids

The City of Baltimore, Department of Public Works, Bureau of Water and Wastewater issued an invitation for bid for Sanitary Contract No. 907, seeking bids for the Improvements to Sanitary Sewers in East Baltimore Region of the High Level Sewershed. The Solicitation, as amended, called for submission of bids for a contract for the following work to be performed over 550 consecutive days, and notified bidders that the utility work called for would involve both "point" or "spot" repairs and excavation:

The work to be done under this Contract shall consist of the following:

- Cured in Place pipe lining of approximately 15,107 LF of existing 8" sanitary sewer, 1,443 LF of existing 10" sanitary sewer, 419 LF of existing 12" sanitary sewer, 1,821 LF of existing 24" sanitary sewer.
- Cleaning of approximately 240 LF of existing 8" to 24" sanitary sewers.
- **Rehabilitation/replacement of approximately 1,552 LF of 8" to 15" sanitary sewers by open cut method.**
- Open 2 manholes and locate existing 20 manholes and raise to grade.
- **Rehabilitation of approximately 677 sanitary house connections by various methods and replacing approximately 176 sanitary house connections by open cut.**
- **Rehabilitation of approximately 128 existing sanitary sewer manholes by various methods.**
- Temporary flow bypass systems and maintenance of traffic.
- Restoration of pavement and sidewalks and site restoration.

Solicitation, A. Instructions to Bidders, IB-2 Scope of Work (at IB-1) (emphasis added). See Exhibit 1.

The Notice of Letting included in the bid package provided further emphasized that the work called for involved point repairs and excavation, stating, in part:

Principal Items of work for this project are:

- CIPP Lining (diameter 8" to 25")
- **Sanitary sewer point pipe replacement by excavation** and with trenchless methods
- Sanitary sewer pipe replacement by open cut, 8" to 15" diameter
- Sanitary sewer manhole rehabilitation, various methods
- Sanitary house connection repair and rehabilitation, various methods

Solicitation, Notice of Letting, NOL-1 (emphasis added) (see Exhibit 2).

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Bidders were required to submit pricing for each of 129 line items and provide a total bid amount for all items.³ Sol., Schedule of Prices, at BP-1 – BP26. Twenty (20) of the line items call for point repairs. *See, id.; see also*, Exhibit 5 (Listing of Line Items in Solicitation Calling for Point Repair). “Point repair” is the repair of broken sections of pipe by excavation of only the areas that require repair, versus replacement of the entire length of pipeline. “Point repair” and “spot repair” are terms used interchangeably within the utilities industry.

The Solicitation established an overall MBE goal of 9% and a WBE goal of 4%. Solicitation, B. Mayor and City Council of Baltimore, Baltimore City Code, Article 5, Subtitle 28, Minority and Women’s Business Program, MBE and WBE Participation Forms (at MWBE-1). The Solicitation contained a package of MBE and WBE participation forms. Bidders were instructed to submit the package with the bid. *Id.*

With respect to MBE and WBE requirements, the Solicitation instructed bidders that:

1. BID REQUIREMENTS.

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals stated above. Bidder must submit the following completed documents WITH THE BID:

- Part B: Statement of Intent Form(s) – to be signed by Bidder and MBE or WBE
- Part C: MBE/WBE Participation Affidavit – to be completed by Bidder
- Part D: MBE/WBE Participation Waiver – to be completed and submitted by Bidder if unable to meet the participation goals.

Any bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Solicitation, B. Mayor and City Council of Baltimore, Baltimore City Code, Article 5, Subtitle 28, Minority and Women’s Business Program, Part A: Instructions (at MWBE-2)(emphasis in original) (Exhibit 3).

The MBE/WBE and Prime Contractor’s Statement of Intent Form included in the Package at Part B instructed bidders to complete a separate form for each MBE and WBE named in the bid, and to review the instructions contained in Part A. The Form called on bidders to fill in a series of blanks, providing the name of the prime contractor, the name of the MBE or WBE, to indicate whether the subcontractor was an MBE or WBE, to describe the work or service to be performed and the materials or supplies to be furnished by the MBE or WBE, and to identify the subcontract amount and the subcontract percentage of the total contract. Solicitation, B. Mayor and City Council of Baltimore, Baltimore City Code, Article 5,

³ Line item pricing was required for Line Item nos. 101–118, 201, 301-311, 501-512, 601-606, 701-706, and 801-878. Sol., Schedule of Prices, at BP-1 – BP26.

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Subtitle 28, Minority and Women's Business Program, Part B: MBE/WBE and Prime Contractor's Statement of Intent (at MWBE-5).

B. Bid Submissions and DPW Notice

Six (6) bids were received. Bids were opened on April 24, 2013. Am-Liner East's bid, at \$ 5,203,910, was low by \$ 91,761.19. The second low bid, submitted by Inland, was \$ 5,295,671.19.

On May 17, 2013, Am-Liner East received a copy of DPW's letter rejecting Am-Liner's bid. A copy is attached at Exhibit 7. See Affidavit of Mel Willet, Vice President, Am-Liner East, Exhibit 6 hereto. The letter stated that MWBOO found Am-Liner's bid submission package to be non-compliant for two reasons:

1. On part B: Statement of Intent form for A&A Construction and Utilities, Inc.; [*sic.*], the work/service to be performed is not specified.
2. Daco Construction Corporation is not certified for the work/service to be performed; [*sic.*] "Excavation".

Exhibit 7. DPW further advised that MWBOO's two determinations caused DPW to reject Am-Liner's bid. *Id.*

Am-Liner requested and received a complete copy of the Duplicate Bids submitted by all bidders. A copy of Am-Liner's bid and a copy of Inland's bid is attached as Exhibit 10 and Exhibit 4, respectively. Review of the bids reveals that, as detailed below, Am-Liner's bid was responsive; Inland's bid was non-responsive; and Inland's false and inaccurate affirmation regarding debarment (as to Inland and its affiliates) renders the company non-responsible for award of a contract under SC 907.

C. Am-Liner East's Bid: Statement of Intent Forms

Am-Liner East's bid submission contained three (3) sets of completed Statement of Intent Forms that identified the following proposed firms, each of which bore the names of the principal and the principal's signature, and each of which is currently listed as certified (in MWBOO's Directory) and prequalified by DPW's Boards and Commissions. The two (2) pertinent to this protest are as follows:

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Identified Firm	Status	% of total contract	Statement of Intent Description of Work/Service to be performed	Certification Listing in MWBOO Directory	DPW Boards & Commissions Prequalification ⁴ Includes
A&A Construction and Utilities, Inc.	MBE	3%	Spot Repair	No. 12-358275 INSTALLATION AND REPAIR OF WATER MAIN AND SEWER LINES, STORM DRAIN, PLUMBING, GAS FITTING, CONDUIT, CONCRETE, EXCAVATING, PIPE BURSTING AND DEMOLITION	B02551 Water Mains B02552 Sewer Construction B02553 Duct Line Construction B02554 Drainage Structures (Manholes, Inlets, Etc.)
Daco Construction Corp.	MBE	6%	Excavation	No. 06-004746 CONCRETE; UTILITY	B02551 Water Mains B02552 Sewer Construction B02553 Duct Line Construction B02554 Drainage Structures (Manholes, Inlets, Etc.) F02200 Earthwork And Site Preparation

See Exhibits 8 and 9.

D. Inland's Omission of Pricing for Six Line Items (Nos. 507 – 512)

Review of Inland's Duplicate Bid reveals that it omits any pricing of the six (6) contingent and non-contingent items consist of pricing for approximately 1,800 tons of hot mix asphalt superpave, 215 cubic yards of patching existing pavement using mix no. 6 concrete, 150 cubic yards of patching existing rigid

⁴ Boards and Commissions lists seven (7) categories for contractor prequalification, including "B. Utilities." "Utilities" includes the following four (4) subcategories: B02551 Water Mains; B02552 Sewer Construction; B02553 Duct Line Construction; and B02554 Drainage Structures (Manholes, Inlets, Etc.).

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pavement using reinforced concrete, and 5,860 linear feet of thermoplastic pavement markings of all widths and colors. Exhibit 20, at p. BP-9, Schedule of Prices. The value, in the aggregate, of the six line items can be determined by adding the value of all priced line items, and then by subtracting that sum from the total bid price. This exercise reveals the value of the six line items, in the aggregate, to be \$ 679,508.25 , or nearly 13% of Inland's total bid price. However, it is impossible to determine the pricing of any one of the six line items from the face of the bid.

E. False and/or Inaccurate Affirmation: Non-Disclosure of Inland Waters Pollution Control, Inc.'s and Affiliates' Suspensions Relating to Corruption in Public Procurement⁵

On December 21, 2011, Inland Waters Pollution Control, Inc., Inland Management, Inc. and Inland Pipe Rehabilitation, LLC (collectively, "Inland"), and eleven additional contractors were suspended from bidding on and being awarded new contracts with the Department until December 31, 2014. These companies were referenced in *U.S. v. Kwame M. Kilpatrick, et al.*, No. CR-10-2-403 NGE, the indictment of Kilpatrick and three co-conspirators for extortion and related charges. The Board concluded that the actions of these companies from 2002 to 2008 may have caused economic or non-economic harm to the Department. The Board additionally approved procedures for appeal or modification of the suspensions.

The Detroit Board of Water Commissioners authorized the Department to enter into a contract with the law firm of Miller Canfield Paddock & Stone to file suit for \$60 million in damages against the contractors referenced in the Kilpatrick indictment at the January 11, 2012 meeting. The Board went into closed session with the Miller Canfield attorneys to discuss trial strategy. Media reports state that at the January 11 meeting, the board lifted the suspension of five contractors, including Inland Waters Pollution Control, Inc. and voted to file a motion to intervene to join a lawsuit filed in July 2011 by Macomb County Public Works Commissioner Anthony Marrocco against Kilpatrick and a number of the contractors, including Inland Waters Pollution Control, for alleged overcharging in sewer repair contracts.

At the January 25, 2012 meeting, the Board approved a motion to rescind the suspensions of all of the contractors suspended on December 21, 2011. The Board adopted a new DWSD Suspension and Debarment Policy drafted by the Miller Canfield firm.

Inland Waters, Inland Management, Inc. and Inland Pipe Rehabilitation, LLC filed a civil rights lawsuit in the U.S. District Court for the Eastern District of Michigan, Southern Division, against the City of Detroit on Feb. 2, 2012, seeking declaratory and injunctive relief against the Detroit Water and Sewerage Department. Specifically, Inland requested an order that: (1) enjoined the Board of Water Commissioners from implementing The Detroit Water and Sewage Department Suspension and

⁵ Copies of Board Minutes, Court records, and contemporaneous reports in regional and national news publications are attached at Exhibits 11 - 23.

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Debarment Policy ("the Policy"); (2) invalidated the Policy for failing to adhere to Section 2-111 of the Detroit Charter and the Open Meetings Act; (3) preliminarily and permanently enjoined the Board from noncompliance with the Detroit Charter and the Open Meetings Act; and (4) invalidated decisions made at the January 25, 2012 Board meeting relative to the Policy, including any decision to propose suspension and/or debarment of Plaintiffs. *Inland Waters, Inland Management, Inc. and Inland Pipe Rehabilitation, LLC v. City of Detroit*, No. 12-10434 (Feb. 8, 2012) (Opinion of Edmunds, J.). Inland argued that the suspension or debarment hearing scheduled for March 7, 2012 to determine its Responsible Vendor status would violate its Constitutional rights and cause irreparably harm, on the grounds that (1) Inland had not had sufficient notice; and (2) the Board of Water Commissioners had predetermined that Inland should be suspended or debarred. *Id.* The Court denied Inland's motion as premature, stating that the results of the March Responsible Vendor hearing were not known. *Id.* The Court also noted that Inland had cooperated with the FBI in the investigation leading to the Kilpatrick indictment and had knowledge of the facts "to be addressed" at the Responsible Vendor hearing. *Id.*

The Board issued a press release on November 28, 2012 declaring Inland to be a Responsible Vendor. The announcement resulted from negotiations between Inland and the Board related to the Responsible Vendor hearing and litigation. Inland agreed to pay the Department \$4.5 million to settle the City of Detroit's pending and future related claims.

Press reports from November and December 2012 state that Inland is one of the remaining defendants on a breach of contract claim in the Macomb Interceptor Drain Drainage District Federal lawsuit. The City of Detroit is an Intervenor Plaintiff in this matter.

As noted above, the Macomb Interceptor lawsuit was filed in July 2011 and the City of Detroit became an Intervenor Plaintiff in January 2012. The Macomb Interceptor claims arose from the contractors' involvement in the 2004-2005 repair of a collapsed sewer interceptor at 15 Mile Road in Sterling Heights, Michigan, (the "15 Mile Interceptor Repair Project" or "Project"). Macomb Interceptor alleged that Kwame Kilpatrick, then the Mayor of the City of Detroit, with various City of Detroit officials conspired with the principal contractor overseeing the Project, Inland Waters Pollution Control, Inc., and numerous subcontractors to overcharge the Detroit Water and Sewerage Department to stabilize and repair a sewer collapse. Macomb Interceptor further alleged that the misconduct was part of a widespread corruption scheme to steer public works contracts and illicit benefits to associates of Defendant Kwame Kilpatrick. *Inland Waters, Inland Management, Inc. and Inland Pipe Rehabilitation, LLC v. City of Detroit*, No. 12-10434 (Feb. 8, 2012) (Opinion of Edmunds, J.).

To summarize, the majority of Macomb Interceptor's non-contractual federal claims were dismissed for lack of standing in an opinion issued September 27, 2012 by U.S. District Judge Robert L. Cleland. The U.S. District Court determined that it would exercise supplemental jurisdiction over the remaining state-law contract claim in the interest of judicial economy. A review of the court docket shows that Inland's Amended Motion to Dismiss Macomb's remaining breach of contract claim is currently before the court.

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LEGAL ARGUMENT

A. Rejection of Am-Liner East's Bid, Which Contained Set Descriptions of Work to Be Performed by Subcontractors Within the Subcontractor's Certification Areas, and Award to Any Bidder Other Than Am-Liner East, Would Constitute Arbitrary and Capricious Action in Violation of the Terms of the Solicitation and the Law.

Where, as here, Am-Liner East's bid submission followed the express instructions of the bid forms, any decision to exclude Am-Liner East's low bid as non-responsive must be viewed as an improper abandonment of the stated award criteria, all in violation of the governing law and the express terms of the Solicitation.

Here, where the bid conformed to the instructions of the Solicitation, the only reasonable determination is that it was, indeed, compliant with Article 5, Subtitle 28 of the Baltimore City Code. Balt. City Code, Art. 5, FINANCE, PROPERTY, AND PROCUREMENT, § 28-14 Board of Estimates' authority (*Ord. 00-098*). It is not true that "work/service to be performed is not specified" in the Statement of Intent for A&A Construction and Utilities. A&A identified the work that it is to perform as "Spot Repair." Point repair is specified throughout the Solicitation. "Spot repair" and "point repair" are synonymous and used interchangeably in the utilities industry, and commonly recognized to mean precisely the kind of point repair called for in connection with Line Item Nos. 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 843, 844, 845, 846, 847, and 848. Here, where A&A is certified to perform Utilities work, and prequalified for all four categories of such work, including B02552 Sewer Construction, rejection of Am-Liner East's bid based on its choice of the term "Spot Repair" to describe A&A's planned activities is nonsensical, arbitrary, and capricious.

Similarly, it is not true that Daco is not certified for "Excavation" to be performed in a contract for utility construction, particularly here, where the Solicitation seeks a significant amount of excavation work associated with rehabilitation/replacement of approximately 1,552 LF of 8" to 15" sanitary sewers by open cut method. Excavation associated with utility work is associated with Line Item Nos. 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 843, 844, 845, 846, 847, and 848 (the point repair line items). See Exhibit 6. Rejection of Am-Liner's bid for alleged non-compliance and non-responsiveness is, then, equally arbitrary and capricious.

This is particularly so here, where MWBOO's determination flies in the face of MWBOO's and DPW's prior determinations. For example, in a December 2011 bid for SC 895, Am-Liner identified Daco as a subcontractor for 8% of the MBE goal, and described the work it would perform as "manhole rehabilitation, excavation, and point repairs." MBWOO and DPW (and Board of Estimates) accepted this. See Declaration of M. Willett, Exhibit 6 hereto. MWBOO cannot point to any published change in the scope of Utilities work that now excludes excavation in support of sewer construction and, in particular, replacement / rehabilitation work that is called for under the Solicitation.

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B. The Purported Grounds for Rejection of Am-Liner's Bid are in Direct Contravention of the Solicitation Document and its Instructions; Acceptance of those Grounds will Constitute Arbitrary and Capricious Abandonment of the Duty of the Board of Estimates.

The purported grounds for rejection of the bid are in direct contravention of the Solicitation Document and its Instructions, and the Board of Estimate's reliance on such grounds will constitute arbitrary and capricious abandonment of the Board's obligation to award a Contract to the lowest responsible, responsive bidder. Specifically, the work assignments for both A&A Construction & Utilities ("Spot Repair") and Daco Construction Corporation ("Excavation" related to utility work) were entirely appropriate. The post-bid interpretation that both descriptions are insufficient or not within the scope of the contractors' certification, is both erroneous and disingenuous.

The Baltimore City Charter establishes the obligations of the Board of Estimates at Article VI. The Charter specifies the Board's obligations with respect to Procurements at § 11. With respect to Bid Awards vests Board of Estimates with exclusive authority to make award of contracts like this, and further mandates that award be made to the responsible bidder that, like Am-Liner East, submits the lowest responsive bid:

(h) *Bid awards.*

(1) (i) All bids made to the City in response to the formal advertising procedures contained in this section, for materials, supplies, equipment, services, or public works, or for any other purpose, unless otherwise provided in the Charter, shall be opened by the Board of Estimates.

(ii) After opening the bids, the Board of Estimates shall award the contract, as an entirety to the lowest responsive and responsible bidder or by items to the respective lowest responsive and responsible bidders, or in the case of Requests for Proposals to the highest scoring responsive and responsible bidder, or shall reject all bids. . .

Baltimore City Charter, Art. VI, Board of Estimates, § 11, Procurement.

Ultimately, the determination of a bidder's responsiveness and responsibility, then, are made by the Board of Estimates. In making that determination, the Board of Estimates must determine, *inter alia*, whether the bid complies with Baltimore's Minority and Women's Business Enterprise Program, contained in Subtitle 28 of Baltimore City Code, Article 5. The Program exists to "promote equal business opportunity in the City's contracting process by encouraging full and equitable participation by minority and women's business enterprises in the provision of goods and services to the City on a contractual basis." Balt. City Code, Art. 5, FINANCE, PROPERTY, AND PROCUREMENT, § 28-3(b). Subtitle 28 applies to all contracts awarded by the City. *Id.*, § 28-4(a), and its provisions are to be liberally construed to accomplish the Subtitle's policies and purposes. *Id.*, § 28-5(a).

In contrast to the Board of Estimates' final determinative authority, the Charter makes the Department of Law's review of a bid package advisory only. Baltimore City Charter, Art. VI, § 11(h)(1)(v) ("Any

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recommendation that is made by any municipal agency to the Board of Estimates as to the appropriate award to be made by the Board *is advisory only and not binding on the Board.* (emphasis added); *id.*, Art. VII, §24(b) (“All . . . contracts, releases and other legal instruments to be executed or approved by the Mayor or other officer of the City before they are executed or accepted, shall be submitted to the City Solicitor and have endorsed upon them the City Solicitor’s *opinion* as to their legal sufficiency.”) (emphasis added).

Recommendations made by the Minority and Women’s Business Opportunity Office (“MWBOO”) within the Department of Law thus necessarily are subordinated to the Board of Estimates’ authority to award contracts.⁶ Moreover, the statute that creates the Minority and Women’s Business Program and the MWBOO makes clear that nothing in the Subtitle “abrogates the authority of the Board of Estimates to award contracts under Article VI, § 11 of the City Charter.” The Board of Estimates is therefore obligated to make an independent determination as to whether Am-Liner East’s bid as submitted was responsive.

Moreover, the concept of “lowest responsible bidder” applies to the bid submitted by Am-Liner East in response to the City’s bid package. The law is settled that this Board has wide discretion with respect to determining responsibility absent fraud, collusion, arbitrary or capricious exercise of authority. Mayor and City Council of Baltimore v. DeLuca-Davis Co., 210 Md. 518 (1956); City of Baltimore v. Jerry’s Rides, Inc., 226 Md. 161 (1961); 49 Opinions of the City Solicitor 282 (1954); 56 Opinions of the City Solicitor 307 (1964). The Board is charged with considering whether the City will get the best service at the best price. There must be evidence concerning the responsibility of the bidder as would cause fair minded and reasonable persons to believe that it is not in the best interests of the City to award the contract to the bidder. 49 Opinions of the City Solicitor 282 (1954). Here, where the only concern is with the wording of the bidder’s descriptions of the work to be performed by its certified and prequalified subcontractors, there is no evidence that will support a finding of non-responsibility so as to justify a refusal to make award to Am-Liner East.

Accordingly, the Board’s rejection of Am-Liner East’s bid as non-responsive or of Am-Liner East as non-responsible here will constitute an impermissible abandonment by the Board of its obligation under the City Charter.

C. Inland’s Bid is Non-Responsive and Inland’s Failure to Disclose Prior Suspensions Renders it Non-Responsive; Award to Inland Would Constitute Arbitrary, Capricious, and Unlawful Conduct on the Part of the Board and the City

Just as the City Charter charges the Board of Estimates to make award to those contractors that it determined to be responsible and that have submitted the lowest responsive bid for the procurement, so, too, does it prohibit the Board’s award to any contractor that is not responsible or any award on any non-responsive bid. Baltimore City Charter, Art. VI, Board of Estimates, § 11, Procurement (“the Board

⁶See Balt. City Code, Art. 5, FINANCE, PROPERTY, AND PROCUREMENT, §§ 28-11 – 28-12(*Ord. 00-098*).

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of Estimates shall award the contract, as an entirety to the lowest responsive and responsible bidder . . . or shall reject all bids. . . ") Here, where Inland's bid is non-responsive and Inland's failure to disclose prior suspensions renders it non-responsive, award to inland would constitute arbitrary, capricious, and unlawful conduct on the part of the Board and the City.

1. Inland's Failure to Provide Required Information for Line Item Pricing and Prior Suspensions Renders its Bid Non-Responsive.

Inland's omission of pricing for the six line items found at BP-9 of the bid form renders its bid non-responsive here, where the IFB required that bidders identify pricing for all line items, the line items in question represent a "not insignificant" portion of the bid, and it is impossible to identify from other information in the bid the specific pricing of any one of the six items. See *Fortran Telephone Communications Systems, Inc.*, MSBCA 2068 and 2098, 5 MSBCA ¶ 460 (1999) at p. 7 (where bidder "submitted a bid containing undeterminable prices for NEC equipment which represented a not insignificant portion of the bid" the failure to provide all price lists was a material defect or deviation from the evaluation criteria that could not be waived as a minor irregularity). The Maryland State Board of Contract Appeals' analysis in *Fortran* provides a useful summary of Maryland law on multiple issues relevant here:

We have concluded that Appellant's appeal must be denied because the second Procurement Officer, Mr. Bowser, correctly de-termined that Appellant's bid was non-responsive for failure to include all manufacturer's published list prices (most current release) for existing and new EKTS and voice processing equipment as required by the IFB specifications. [Footnote omitted.]

A "responsive" bidder is defined in COMAR 21.01.02.01(60) to mean a person who has submitted a bid under procurement by competitive sealed bidding which conforms in all material respect to the requirements contained in the IFB.... It is also well settled that "responsiveness" must be determined from the face of the bidding documents.(citations omitted).

General Electric Company, MSBCA 1316, 2 MSBCA ¶143(1987) at pp. 3-4.

As this Board noted in *Oaklawn Development Corporation*, MSBCA 1306, 2 MSBCA ¶138 (1986) at pp. 4-5, citing *Long Fence Company, Inc.*, MSBCA 1259, 2 MSBCA ¶123 (1986) at p. 6: It is a well established principle of procurement law that in order for a bid to be responsive it must constitute a definite and unqualified offer to meet the material terms of the IFB. **Free-Flow Packaging Corporation**, Comp. Gen. Dec. B-204482, 82-1 CPD 162. The material terms of an IFB are those that could affect the price, quantity, quality or delivery of the goods or services sought by the IFB. *Solon Automated Services, Inc.*, MSBCA 1046 (January 20, 1982). The government must have an unqualified right to performance in strict accordance with the IFB based on the form of the bid at the time of the bid opening. *Aeroflow Industries, Inc.*, Comp. Gen. Dec. B-197628, 80-1 CPD 399. (Underscoring added).

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The bid submitted by Appellant failed to include all manufacture's published list prices (most current release) for existing and new EKTS and voice processing equipment as required by the specifications. . .

• • •

It is well established that responsiveness ". . . must be determined from the face of the bid itself and not from information subsequently obtained through the verification process or extrinsic evidence." *Substation Test Company*, MSBCA 2016 and 2023, 5 MSBCA ¶429(1997). Thus, post-bid opening cure of this material defect is not available to Appellant with regard to the non-responsive bid which it submitted. Because the omission affects the ability to determine the relative value of the bid, it is a material omission and thus may not be waived as a minor irregularity or cured under COMAR 21.06.02.04. The fact that the first Procurement Officer apparently determined to allow Appellant to cure the price list defect does not bind the State where the contract has not been awarded.

Fortran Telephone Communications Systems, Inc., MSBCA 2068 and 2098, *op. cit.* at pp. 7-8, 13 (footnotes omitted). See also, *Accenture, LLP*, MSBCA 2640 and 2669, __MSBCA ¶ __ (2010) (appeal denied where contractor failed to complete the pricing sheets in compliance with the specification of the RFP and an amendment); *PDI-Sheetz Construction, Inc.*, MSBCA 2757, __MSBCA ¶ __ (2011) (bidder's appeal sustained; agency acted in an arbitrary, capricious, and unreasonable manner in finding another bidder's failure to adhere to a minimum price requirement to be a minor irregularity).

Inland's failure to disclose any information regarding its suspension and that of two of its affiliates constitutes a separate, independent ground mandating rejection of its bid as non-responsive. The IFB required the information; the requested information was neither disclosed nor susceptible of determination from within the four corners of the bid; the omission thus constitutes a material defect; and none of the missing information can be provided now, after the fact, to "cure" the defect. *Fortran Telephone Communications Systems, Inc.*, MSBCA 2068; 2098, *op. cit.* at pp. 7-8, 13.⁷

⁷ The MSBCA's decision in *Outdoor Outfits*, MSBCA 2588, __ MSBCA ¶ __ (2007) p. 7 summarizes the general rule, applicable to Baltimore City procurements as well as state procurements:

COMAR defines responsive in 21.01.02.01B.(78) by stating that responsive "means a bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids." (Underlining added).

As we noted in *Nestle USA, Inc.*, MSBCA 2005, 5 MSBCA ¶424 (1997) at p. 6, a state agency can only award a contract to a bidder whose price is most favorable to the State and whose bid conforms in all material respects to the requirements of the IFB. This regulation is designed to prevent giving an unfair advantage to a bidder who deviates from the IFB *vis a vis* other bidders. *Id.*

We have found that a requirement that a sample be provided with a bid is a matter of responsiveness and that the failure to provide a required sample properly results in a finding that

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2. Inland's Failure to Make any Mention of Prior Suspensions Renders it Non-Responsible for this Procurement.

Baltimore City has established bidder responsibility a precondition to eligibility for award of public contracts. Balt. City Charter, Art. VI, §11(h)(1)(ii). It requires that bidders submit for prequalification; it then requires that prequalified bidders submit additional information with each bid or proposal that speaks to the bidder's present reliability, character, and integrity, so as to ensure good faith performance.⁸ Moreover, it requires that bidders certify to the truth and accuracy of the responses submitted.

Here, the IFB required that all bidders certify that neither they nor any affiliates "has ever been suspended or debarred (including being issued limited denial of participation) by any public entity". Inland so certified, even though Inland and two affiliates had been suspended less than two (2) years earlier by the City of Detroit. Inland's response is untrue. Am-Liner East urges that the Board should find that false statement, and Inland's failure to provide information as to the events leading up to the suspensions (and again, from the suspension until its reinstatement) deeply troubling and wholly inconsistent with a finding of responsibility in this procurement.

the bid is nonresponsive. *Merjo Advertising & Sales Promotions Company*, MSBCA 1942, 5 MSBCA ¶393 (1996) at p.4. . . .

. . . Responsiveness must be judged within the four-corners of a bid and information outside the bid may not be considered. *Id.* To permit such considerations for one bidder would clearly be unfair to other bidders.

Id.

⁸ This well-established principal is reflected in parallel provisions of the State Code and State regulations governing the award of State contracts. *See, e.g.*, Md. Code Ann., State Fin. & Proc., § 13-206; and COMAR 21.06.01.01, which states, in part:

B. A procurement officer may find that a person is not a responsible bidder or offeror for:

- (1) Unreasonable failure to supply information promptly in connection with a determination of responsibility under this chapter; or
- (2) Any other reason indicating that the person does not have:
 - (a) The capability in all respects to perform fully the contract requirements, or
 - (b) The integrity and reliability that will assure good faith performance.

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CONCLUSION

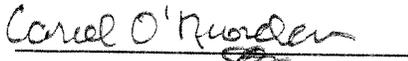
For the foregoing reasons, Am-Liner East respectfully urges that its bid is responsive and Am-Liner East is entitled to award. Any decision to exclude Am-Liner East's low bid must be viewed as an improper abandonment of the stated award criteria, all in violation of the governing law and the express terms of the Solicitation and governing authorities. By contrast, award to Inland here must fail on two grounds: Inland's submission of a false and inaccurate Affirmation Regarding Debarment, which omitted any mention of the suspension of Inland and two of its affiliates in December 2011, renders it non-responsible for this procurement. Even if the Board were to conclude that Inland were responsible, Inland's bid's failure to price six (6) line items renders it non-responsive in any event.

Am-Liner East request that the Board of Estimates reject the recommendation of the MWBOO and of DPW, and make award of Sanitary Contract No. 907 to Am-Liner East.

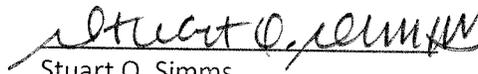
Respectfully submitted,

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Joan M. Pratt, Secretary, Comptroller, City of Baltimore
George Nilson, City of Baltimore Solicitor
Col. Alfred H. Foxx, Jr., Director of Public Works
M. Willett, Vice President, Am-Liner East, Inc.

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President: "The third item on the non-routine agenda can be found on Page 42, Recommendation for Contract Awards Rejections, Items 13 and 14. Will the parties please come forward?"

Mr. Simms: "Good morning Mr. President."

President: "Good morning."

Comptroller: "Good morning."

Mr. Simms: "Good morning, Mr. President, Stuart Simms, Honorable Members of the Board, uh, Stuart Simms on behalf of Am-Liner East, also to my right is Carol O'Riordan. Uh, she will address the primary points of our uh, protest that was filed on behalf of Am-Liner East this past June."

Ms. Carol O'Riordan: "Good morning Mr. President and esteemed members of the Board. Uh, again, my name is Carol O'Riordan, O'Riordan Bethel Law Firm and with me is Mr. Simms today, on Mr. Simms' left is Mel Willett, who is the Vice-President of Am-Liner and we appreciate the opportunity to express our concern and to request that the Board sustain our protest, reject the recommendation that is being made today, and um, we would ask after it's heard everything today, that it make the award instead, to Am-Liner, the lower responsive bidder and responsible bidder on this contract."

Mr. Thomas Corey: "Good morning, I'm Thomas Corey, Chief of the MBE Business Opportunity Office. Uh, we uh, reviewed the

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contract and we have examined the, uh, the protests submitted on behalf of Am-Liner. We found Am-Liner's bid non-compliant because in - this instance it named a company named DACO Construction to provide excavation services and it's stated on the Statement of Intent that the only activity that DACO will be providing is excavation. Uh, if that is the case, the company needs to be certified to provide excavation services. We certify companies specifically for their service. It was not any information on the Statement of Intent that suggested to us that excavation was incidental to any other activity to be performed by this company. Um, so they're not certified for that and we found that, um that Statement of Intent non-compliant. We also found Am-Liner's bid non-compliant because of a second Statement of Intent Form having to do with A&A Construction Utilities, Incorporated. They identified the services to be provided by A&A as "spot repair", and "spot repair" is a very, very general term, which we have no idea what it relates to. It is not a term that we, or a service activity, that we certify a company to provide, nor does Boards and Commissions have it listed as one of its categories of services. Uh, we also took the added step of looking at the bid documents, the bid specs., to see if "spot repair" was included in the bid documents anywhere and it was not. So, we gave them an

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opportunity to try and find in their favor, but there was nothing there for us to base our decision to find in their favor. "Spot repair" is just too general and we can't make the assumption that it relates to any of the varied activities that's associated with this contract."

Ms. O'Riordan: "MWBOO has incorrectly rejected Am-Liner's low bid as non-responsive, and based on their position, DPW has recommended the award to Inland, a bidder that is non-responsive for failure to price six line items; that is non-responsive for failing to disclose that it was suspended or ineligible bidding by the City of Detroit for one year from December 2011 until December 12, 2012, and a bidder that is non-responsible because it falsely certified to the City that it was never dis-barred or suspended from public contracting, and finally DPW is recommending that the award be made to Inland, a contractor that has submitted a bid that is \$97,761.00 higher than Am-Liner's bid. It's doing so based on the recommendations that Mr. Corey's office has just made. But Mr. Corey's office is just wrong, and if that rejection, if, if, MWBOO's rejection is reversed by DPW and this Board, the award must be made to Am-Liner, which is the lowest bidder here. Both of the reasons that Mr. Corey has cited to on behalf of this agency are incorrect. Am-Liner submitted three Statements of Intent; two of those, one for A&A

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Construction & Utilities and the other for DACO, have been focused on by his office. MWBOO is wrong when it says that on the Statement of Intent form for A&A Construction, originally what they said was not that there was a problem specifying 'spot repair' what they said was that the work was not specified, there was no work specified. Work is work specified. As he's pointed out, it says 'spot repair'. Spot repair, if we would "canvas" DPW and ask any of the engineers there, they will tell us that "spot repairs" are used interchangeably with "point repair".

City Solicitor: "So, are you saying that you have spoken to them and they have said that to you or confirmed that to you?"

Ms. O'Riordan: "My client is here and has provided an affidavit with the bid protest based on years of experience in the industry and exchanges with DPW, and that is part of the record."

City Solicitor: "I'm sorry, that affidavit is somewhere in here?"

Ms. O'Riordan: "Yes sir, it's Exhibit four I believe, Exhibit five I believe. It's the affidavit of Mel Willett. Spot repair is the repair of broken sections of pipe by excavation of only those areas of the pipe that require the repair, as opposed to replacement of the entire length pipeline. The solicitation

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called for both the excavation and "spot repair". There were some 20 line items in the solicitation calling for "point repairs" as identified in the solicitation, and again, "point repair" and "spot repair" are terms that are used interchangeably in the industry. There is nothing in the RFP or in any of the other documentation that, that we could look to for definitive information that would identify "point repair" as something different than "spot repair". There has been no special definition offered in this contract, and there is nothing that states that "spot repair" is an unacceptable term in this one contract for the City of Baltimore. Similarly, MWBOO is just wrong when it says that DACO Construction is not certified for excavation. They are certified for utility and they are pre-qualified by DPW and by the Board for sewer construction and for earth work and excavation. "Spot repair or point repair" requires that the existing pipe be excavated before it can be repaired. The solicitation is clear: utility work called for here requires excavation and the sewer construction here requires the site work at excavation to be performed. Excavation is part of the very utility work that is called for in this solicitation. It must be ancillary, as I believe, the term was that Mr. Corey used, to the work that's being done on this contract. Am-Liner has correctly identified

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that the work that DACO was going to be performing was related to the sewer work and that is what it said it was going to be doing. There were their response, the phraseology that was used here, was well within the scope of work called for in this sub-contract, and for which each of their sub-contractors were pre-qualified for and certified for. There was nothing that DPW, that MWBOO or DPW can point to, to say that the language Am-Liner has used in the Statements of Intent is wrong. There is no difference, this isn't the difference between a cracker and a cookie; there's no distinction anywhere in any of the documents or in the certification requirements that apply to these contracts and there is nothing that MWBOO can say that Am-Line rendered Am-Liner non-compliant. Nothing says that what they did was wrong. This has, this has been created by MWBOO in its review, and it's absurd here, it's absurd to reject the lower-priced bid based on the phraseology, particularly, it surpasses absurd, since DACO has previously been approved for work, the same kind of work, by Am-Liner, on other City contracts and in fact, DACO is the sub-contractor who's going to be performing the sub-contract work for Inland, if Inland is given this contract, and it's going to be doing so for a contract that is going to cost the City \$97,000.00 more. MWBOO's position here is arbitrary, capricious and in violation of the law in the

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solicitation terms. And DPW's reliance on that would be similarly arbitrary, capricious and in violation in making the recommendation. If the Board denies the protest and doesn't call for the award to be made to Am-Liner, with all due respect, the Board will also be acting in an arbitrary and capricious manner and contrary to the Baltimore City Charter, which requires award to the low bidder in these circumstances. In addition, as we pointed out in the protest, the recommendation ignores that Inland's bid omits unit pricing for six items, contingent and non-contingent items, and that is at Exhibit 10 in the protest, is a copy of these documents at Page B9. Those six items comprise in the aggregate, some 13% of Inland's total bid, \$679,000.00 of their bid. There is absolutely no way to determine from the face of the bid, from the four corners of the bid, the price of any of these six items."

City Solicitor: "But, if I may, I think the prices are given so they have been supplied just not in the Addendum No. 1, Addendum No. 1 in the bid documents that you're looking for --"

Ms. O'Riordan: "They were not provided to us on Page B9."

City Solicitor: "They were provided in Addendum No. 1 as I understand it."

Michael Schrock, Baltimore City Law Department: "Michael Schrock, Baltimore City Law Department. I'd like to address two

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of those issues that you brought up that haven't been fully addressed yet. One was the debarment issue that you brought out on the affidavit, and actually we have a letter from the City of Detroit. Uh, I'll read this in, it's a June 26, 2013 letter. "To Whom It May Concern, as of the date of this letter, neither Inland Waters Pollution Control, Inc. nor any of its affiliates, have been debarred or suspended by the Board of Water Commissioners, BoWC, and/or the Detroit Water and Sewage Department, DWSD. The suspension that was issued was rescinded and was declared *void ab initio*, meaning, in effect, that it never took place. Moreover, as of the date of this letter, the BoWC and the DWSD has no plans or intentions to de-bar or suspend Inland." Um, I can show you this letter if you like, if you haven't seen it already."

Ms. O'Riordan: "This letter does not, this letter, as I'm reading it, does not speak to the suspension that took place on January 11, 2012 where the Board of Water Commissioners uh, stated, that they would not, put in place provisions, or they were prevented from making any award while the litigation was pending, and they only rescinded that after Inland paid \$4 million in the course of a settlement to the City of Detroit, and that's not addressed in here, so it's true this letter speaks only to the original act of suspension, not to the

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former, uh, partial suspension which took place in 2012."

City Solicitor: "My understanding is all suspensions and debarments were rescinded void ab initio during the month of January 2012."

Ms. O'Riordan: "No sir, that's not what's reflected at all in the record that was submitted with this. There were two different actions. One was the rescission of the December 2010 action and the second was, if you take a look at the documents that were provided, I think there were close to 20 exhibits on this point, there was a separate action where the City made it, was unwilling and uh, changed their regulations so they could not award to the contractor while they were in active litigation with them, and uh, they were partially suspended for that entire period of time."

City Solicitor: "And that was never uh -- void ab initio."

Ms. O'Riordan: "No it was not, sir. That was instead addressed in the settlement in 2012, which was an entirely separate action from what is being referred to in that letter, and I would appreciate a copy of that letter, Counselor, after the ."

Mr. Schrock: "Sure. Absolutely. I'll give you a copy. Um, the only other thing I can say about this is I did check the federal, um, GSA debarment, I did not see this company de-barred from the federal government or from the State of Maryland as of

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today, so, um, that's what I have on that."

Ms. O'Riordan: "And then, if I may, on the point that I was about to address when, when Counsel approached. Uh, the suspension issue, which has two pieces to it, again. The initial suspension that was voted by the Board, then it was rescinded, and then there was an action by the um, as litigation continued between the parties, resulted in a settlement and a payment of more than \$4 million by Inland to the City of Detroit. At that point, they were finally allowed, once again, on December 12, 2012, to begin, to bid on City projects. Uh, there are two issues. One is the responsibility issue, which I believe Counsel has addressed, but there is a second issue, which is the failure to disclose the suspension. The IFB, again, required the information. Inland omitted the information; it had to tell the City and allow the City to draw its own conclusion. The information cannot be determined anywhere from the four corners of the bid document; absolutely nowhere in this bid document. That omission, therefore, has to constitute a second material defect that renders the bid non-responsive and requires its rejection. So again, we would urge, is that here we have a low bidder, whose bid was inappropriately rejected by MWBOO and that award should be made to that low bidder and not to Inland, which, costs more money, is non-responsive in multi-

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respects and we would urge, can be considered to be non-responsible for this particular procurement."

Mr. Schrock: "Michael Schrock. I should also address the one final issue here that you brought up, the pricing, in your response, and in that, there was an Addendum to the pricing page, that was BP9, that was BP9R, and what you submitted was the BP9, the original one. That page was left blank by Inland, but the Addendum, which superseded it, the BP9R, was filled out with all the pricing, and so that super being superseded, that was, they provided the pricing and the quantity, all that was needed. Um, so I don't see your argument there. I have copies of that if you so like. What you submitted on your Exhibit 10 was just the BP9, the original, not the superseded pricing sheet, BP-9R."

Ms. O'Riordan: "And, and I, I would appreciate copies of that. We were not provided that, that's not the copy that we were given. We were just, we were providing and basing that part of our protest on what we were given. I don't know when that was submitted."

City Solicitor: "It would have been submitted with the bid -- is that part of the bid submission?"

Mr. Schrock: "Yes, it's part of the original."

City Solicitor: "It's in both the original and the duplicate, I

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think."

Mr. Schrock: "Yes sir."

President: "Madam Comptroller?"

Comptroller: "Mr. Nilson, is the suspension issue a major defect, um, for not awarding this contract, and the lack of notification of the suspension?"

City Solicitor: "Well, my understanding of the facts, and I obviously had not myself reviewed all the documents emanating out of the State of Michigan, but my understanding of the facts has been that, um, the suspension that was put in place in December of 2011, was in its entirety, rescinded and rendered, uh, said to be void *ab initio* during the month of January 2012 I think that two separate actions of the appropriate entity in Michigan. If there is a document to the contrary of that, somewhere in this five pound bid protest, I haven't seen it and the documents that I have seen and the analysis that I have seen by the Law Department indicates that it was *void ab initio*, and if it was *void ab initio*, then I think that the contractor was within its rights in, in answering or not saying that it had been dis-barred. Because that disbarment or suspension would have been rendered invalid or void from the very beginning."

Ms. O'Riordan: "And I, just and I will direct the Board then to the multiple exhibits that speak to it. The first one is at

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Exhibit 13, which was the proceedings of the Board of Water Commissioners in January of 2012, which did speak to the rescission of the original suspension, but adopted new suspension and debarment policies, and in fact, suspended any contractors, such as Inland, that was then involved in the act of litigation. There is also contained within the exhibits".

City Solicitor: "Is that the only action that was taken in January 2012 to your knowledge by that Board?"

Ms. O'Riordan: "In 2012, where they, where they --"

City Solicitor: "Yeah."

Ms. O'Riordan: "No. There were multiple actions"

City Solicitor: "Well, well, with regard to this company?"

Ms. O'Riordan: "No, they also continued the litigation against Inland and they did not settle that litigation until December of 2012, and that is also in here. A copy of the settlement documents, a copy of, or rather the documentation where they finally settled um -- I'm sorry, in November of 2012 and I believe in December 10, 2012, was when they were finally reinstated as a responsible bidder, and I will have, but all of this has been provided to the Board, and none of this was disclosed. It was a separate action."

Comptroller: "Mr. Nilson, does that make a difference?"

City Solicitor: "Well, if, if that were the fact, if it were

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the fact that the debarment remained in place, and was not um -- voided ab initio then that would raise a question with regard to this bidder and the truthfulness of his response, but I don't know that that's a fact."

Ms. O'Riordan: "Can you. . .?"

City Solicitor: "It's contrary to the analysis, it's contrary to the analysis that was done by the, by Bambi Stevens? Who's not here today, but the Law Department into this issue."

Ms. O'Riordan: "I would, I would point to the Dismissal, the Order of Dismissal. The Order of Dismissal is contained in Exhibit 18, and that Order. . ."

City Solicitor: "Unfortunately, I mean your package is, -- the package is not tabbed, you gotta flip through 180 pages to find Exhibit 18, do you have a copy of it that you can share with me?"

Ms. O'Riordan: "I do. I'd be happy to share with the Board this copy of it. I can, I can, for the record, at least read in. We've also included with it the original, with what was provided to the Board, should have been is, is the, is the Index that also identifies within this, it's a, it's a detailed Index that identifies specifically the different documentation, so that, for example, as I read, Exhibit 13, "Proceedings of the Board of Water Commissioners, Rescinding Suspension of

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Contractor and Adopting New Suspension and Debarment Policy;" um, on Exhibit 14, "Board of Water Commissioners, City of Detroit, Agenda of March 7, 2012, Authorizing Hearing Commission to review Inland's Water's Responsible Vendor Status"; Exhibit 15, "Proceedings of the Board of Water Commissioners, City of Detroit, June 4th, 2012, Closed Session to Discuss Pending Litigation against Inland Waters". Uh, going down further, there is a, um, Exhibit 18, "Inland Waters Pollution Control, Stipulated Order of Dismissal with Prejudice, December 10, 2012."

City Solicitor: "There is a reading, I'm sorry, what is your response to the letter provided by, um, the City of Detroit, Water and Sewage Department on June 26, 2013, which says "As of this date, neither Inland Waters nor any of its affiliates have been debarred or suspended by the Board of Water Commissioners and/or the Detroit Water and Sewage Department. The suspension that was issued was rescinded and declared *void ab initio*, meaning, that in effect, it never took place." What is your response to that? Is that simply untrue or incorrect -- or?"

Ms. O'Riordan: "No sir. My response is that refers to the action that the Board took, um in December on their initial suspension. That is exactly the suspension that was rescinded in the following January and was replaced by their new policy.

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Um, that was not in fact taken back until the following December after they reached an agreement and Inland agreed to pay. . "

City Solicitor: "So you're saying that this is an incomplete disclosure to the City by the Detroit Water um -- and Sewer Department, Director's Office?"

Ms. O'Riordan: "I believe that the City of Detroit responded to what they thought they believed they were asking would be my--."

City Solicitor: "I think they asked whether Inland or any of its affiliates have been disbarred or suspended and they said there was an original suspension which was rescinded and declared *void ab initio*, and I'm inclined to rely on that letter."

Ms. O'Riordan: "I would urge that the Board consider also, that there was absolutely no mention made of this in the contract documents within the four corners --"

City Solicitor: "Which would be appropriate and would not warrant determining them to be non-responsible and non-responsive if the suspension had been voided *ab initio*, which is what the letter that I just read to you says was the case. If, if I'm given a letter, um, from an authority with first hand direct knowledge of the suspension, on the one hand and on the other hand, I'm given four pounds worth of documents with exhibits scattered here and there, which would indicate to the

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contrary, I'm going with the former. Personally."

Ms. O'Riordan: "And, and if I may, sir, I will would like to direct the Board's attention to what is Exhibit 16, and I have copies which I can provide here, which is a Press Release from the City of Detroit stating 'The Detroit Water and Sewage Department, Board of Water Commissioners, declares Inland a responsible vendor.' This is dated November 28, 2012, and it states "Detroit-based Inland Waters Pollution Control, Inland Management, Inc., and Inland Pipe Rehabilitation, LLC, collectively Inland, has been declared a responsible vendor by the Detroit Water and Sewage Department's Board of Water Commissioners. The responsible vendor announcement is a result of on-going talks and meetings between the parties following initiation of a responsible vendor hearing BoWC in conjunction with the determination by the BoWC that Inland is presently a responsible vendor. The parties entered into a comprehensive settlement agreement, in which Inland will pay DWSD \$4.5 million, resulting in an agreement releasing one another from all pending litigation and potential claims.""

City Solicitor: "I'm sorry, that doesn't correct or alter the, um, letter that I read to you from in terms of the --"

Ms. O'Riordan: "Which is, which is, as you pointed out, written many months after the bid was submitted, and after the . ."

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City Solicitor: "It's a recent document written by the director or chairman of an entity who should know the facts, all of them."

Ms. O'Riordan: "But not effective at the time that the bid was submitted, and cannot be determined from the four corners of the bid, as is the requirement when the request is made."

City Solicitor: "Would a Motion be in order, or would you like to hear further from. . .?"

President: "I entertain a Motion."

City Solicitor: "I move denial of the bid protest and approve the recommendation of the agency."

Director of Public Works: "Second."

President: "All those in favor, say "AYE"."

"Aye".

President: "All opposed, "NAY". The Motion carries. Um, Madam Mayor. Thank you."

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

15. B50002790, Provide Associated Black \$ 280,355.00
Fiscal Agent Services Charities, Inc.*
for the Ryan White
Part A Operations

(Health Dept.)

MWBOO SET MBE GOALS AT 10% AND WBE 5%.

MBE: None Listed

WBE: None Listed

*Bidder requested a waiver but did not demonstrate a good faith effort to comply with the goals.

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

Award is recommended subject to the vendor coming into compliance within ten days of board of estimates' approval.

16. B50002791, Provide Gay Family Foundation, \$ 180,237.00
Technical Support Ltd. d/b/a The Taylor
for the Ryan White Wilks Group
Part A Operations

(Health Dept.)

MWBOO SET MBE GOALS AT 10% AND WBE 5%.

*Bidder did not submit a signed MBE/WBE Participation Affidavit; therefore, the bid is non-responsive.

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

Award is recommended subject to the vendor coming into compliance within ten days of board of estimates' approval.

17. B50003000, Bike Racks Jamestown Advanced \$ 33,000.00
Products Corp.

(Department of Transportation)

MWBOO GRANTED A WAIVER.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Bureau of Purchases

- | | | |
|-----------------------------------|--|--------------|
| 18. B50002981, Loader/
Backhoe | Valley Supply and
Equipment Company, Inc. | \$ 71,115.00 |
|-----------------------------------|--|--------------|

(Dept. of General Services, Fleet Mgmt)

MWBOO GRANTED A WAIVER.

- | | | |
|---|--|---|
| 19. B50002978, Compre-
hensive Residential
Energy Conservation
Program | Comprehensive Housing
Assistance, Inc.

Hawkeye Construction,
LLC. | \$30,278,750.00
\$16,030,900.00
\$14,247,850.00 |
|---|--|---|

(Dept. of Housing & Community Development)

COMPREHENSIVE HOUSING ASSISTANCE INC.

MBE: Personal Electric, LLC	5.0%
Ironshore Contracting	2.5%
Nisell Plumbing & Heating, Inc.	5.0%
Sykes Restoration	2.5%

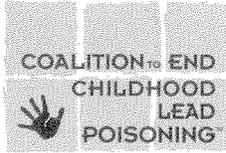
WBE: First Class Plumbing	5.0%
----------------------------------	------

MWBOO FOUND VENDOR IN COMPLIANCE.HAWKEYE CONSTRUCTION, LLC

MBE: TRA Preventive Maintenance	7.5%
New Century Construction	7.5%
WBE: Innovative Building Solutions	1.25%
USA Energy Co., Inc.	3.75%

MWBOO FOUND VENDOR IN COMPLIANCE.

**A PROTEST WAS RECEIVED FROM THE COALITION TO END CHILDHOOD
LEAD POISONING AND CIVIC WORKS, INC.**



Ruth Ann Norton
Executive Director

August 12, 2013

Board of Estimates
Attn: Clerk
100 N. Holliday Street, Room 204
City Hall
Baltimore, Maryland 21202

Re: Award Protest
Solicitation #B50002978
Comprehensive Residential Energy Conservation Program

Dear Board of Estimates:

The Coalition to End Childhood Lead Poisoning files this protest of the awards in Solicitation #B50002978 - Comprehensive Residential Energy Conservation Program, that is scheduled to be heard before the Board of Estimates on August 12, 2013. The Coalition was a qualified contractor and submitted the lowest bid price for the above Solicitation but was not one of the awardees selected by the Baltimore City Department of Housing and Community Development. One of the awardees selected, Comprehensive Housing Solutions, Inc. submitted a bid price that was \$2,045,952 higher than the Coalition's bid price. In addition, the language of the Solicitation indicated that the City would select multiple contractors in order to complete 1,000 housing units annually rather than just two contractors that were selected. The Coalition protests the awards for Solicitation #B50002978 and states that it is not in the best interest of the City to fail to include the Coalition, the lowest priced bidder, as one of the awardees for this contract.

The Coalition to End Childhood Lead Poisoning is a locally grown, nationally recognized and highly qualified contractor specializing in energy efficient and healthy housing solutions. The Coalition has built a cost effective model that promotes public purpose by delivering energy efficient and healthy housing solutions that serve predominantly very low income households. This successful model enabled the Coalition to submit the lowest bid for the above Solicitation. By coordinating resources our model also provides resident education regarding environmental hazards and energy efficiency in the home, and employs Baltimore residents from at risk communities in delivering the program and housing interventions. Our partnership with federal, state and local governments, and private funders, serves as a proving ground for transforming coordination of resources to simultaneously achieve greater impact and cost savings.

The Coalition will suffer severe economic harm if the Board of Estimates approves this proposed list of awardees which excludes the Coalition. Furthermore, Baltimore residents served by Coalition programs and/or engaged through employment in delivering Coalition Programs will suffer significant losses in health or financial stability. If there is any legitimate MBE/WBE compliance issue with the Coalition's bid submission, which the Coalition disputes, those issues were correctable deficiencies which should not prevent the Coalition from being selected as an awardee under this Solicitation. The Coalition requests that the Board of Estimates approve the Coalition as an awardee under this Solicitation or in the alternative postpone the approval of the proposed awardees until a future date at which time the Coalition is included in the list of selected contractors for this Solicitation. Thank you for your consideration of this requested relief.

Sincerely,



Ruth Ann Norton
Executive Director

cc: Timothy M. Krus, CPPO, City Purchasing Agent

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Civic Works
Baltimore's Service Corps
An AmeriCorps Program

August 12, 2013

Board of Estimates
c/o Clerk to the Board of Estimates
City Hall, 100 North Holliday Street – Room 204
Baltimore, Maryland 21202

Re: *Civic Works, Inc.'s denial of contract award by MWBOO office under Solicitation Number B50002978 – Comprehensive Residential Energy Conservation Program*

To Whom It May Concern:

For the above referenced solicitation, Civic Works would like to formally protest the dismissal of our bid for services.

- Civic Works' bid was denied because the MWBOO determined a viable MBE contractor was not provided.
- For the 15% MBE requirement, Civic Works listed BMC Services, L.L.C., for the HVAC and plumbing services they offer.
- BMC Services is registered and in good standing with the City's MWBOO office as an MBE HVAC contractor, *which fulfills the 15% bid requirement*, even without the additional plumbing services they provide.
- The office of MWBOO completely dismissed the approved MBE status of BMC Services as a registered MBE HVAC contractor because they had not added "plumbing" to their approved HVAC registered services; disregarded their viability to satisfy the 15% MWBOO contract as an HVAC contractor; and found the Civic Works bid ineligible for approval.

Serving Baltimore's Communities and Creating Opportunities for Young Adults since 1993

Civic Works • 2701 St. Lo Drive • Baltimore, MD 21213 • (410) 366-8533 • Fax 410-366-1831 • www.civicworks.com

Funded in part by the Maryland Governor's Office on Service and Volunteerism - AmeriCorps Program



- BMC Services has updated their status so that they can now be formerly recognized as able to offer both HVAC and plumbing services by the MBE office (attached).

As a non-profit and social enterprise, the loss of this contract will have an impact on the Baltimore City communities in which Civic Works operates and the services and job training we provide. Any funds earned by Civic Works are immediately re-invested in programs that advance our mission. Denial of this contract would have a substantial and significant impact on the training opportunities afforded by Civic Works.

We are a qualified applicant that is eager to get underway in this partnership with DHCD. We enjoy the work and the opportunities it allows Civic Works to provide to Baltimore City residents and communities.

We appreciate your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "John Mello". The signature is written in a cursive style with a large, circular initial "J" and "M".

John Mello

Civic Works Projects Director

MINUTES

President: "Uh, the next item on the non-routine agenda, can be, and this is the fourth, on Page 44, Recommendations for Contract Awards and Rejections, Item 19. Will the parties please come forward?"

Mayor: "This is 44 and 45?"

President: Yes, this is 44 and 45, it goes over to 45."

Mayor: "I got it, thank you."

Mr. Tim Krus: "Tim Krus, City Purchasing Agent. This is the award of Solicitation No. B50002978, Comprehensive Residential Energy Conservation Program, which was designed to establish a pool of vendors to do energy conservation work on approximately 6,000 Baltimore City households using almost \$40 million in outside funding that the City has received."

President: "Okay."

Ruth Ann Norton: "I'm Ruth Ann Norton. I am the Executive Director of the Coalition to End Childhood Lead Poisoning and we are here to protest the denial of our application here. We were the low bidder on the contract. We used a sub-contractor that is actually certified as an HVAC um, minority business. Uh, in the performance of the HVAC work, you must do plumbing. Apparently, there was a technicality that they did not check a box for plumbing when they did their MBE certification. Um, there were four vendors that were rejected for the same reason, I

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understand that uh -- to be the case, BMC Sub-contracting has now corrected that oversight with the office, um -- so I do understand it's a technicality, but as the low bidder, um, by, um, about \$2 million, for the City, where we, I believe we, uh -- add great value where we, uh, employ members of the community where this money is intended to go, uh -- in very low and low-income neighborhoods, and um, so this will have a material impact on us and on our ability to do that. Uh, our organization performs at the highest level of uh -- standards, and uh, I think that adds great value, and I hope that this contract will not be rejected for a, what appears to us, um, as a minor technicality. That does not mean we do not respect the process of this, but we have an extraordinarily great record of MBE and WBE um -- compliance, and in fact, if we were allowed, by law, as a non-profit in our business, to be certified, we are uh -- also an organization led by women and minorities, and so we support the goals here."

John Miller: "Good morning, I'm John Miller, with Civic Works, a local non-profit. We respectfully request that you reconsider the rejection of our bid for the same reasons that we put down BMC Services as an HVAC and plumbing sub-contractor. They are a certified MBE HVAC contractor, and a percentage of our contract that they would do just for the HVAC services would be 26%, well

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above the 15% required 50% goal. We listed them also to provide plumbing services, which they had not yet, as Ruth Ann described as a technicality, had not yet submitted their license for."

President: "Any questions?"

Mr. Miller: "Uh, like the Coalition, Civic Works, we just completed a three-year contract with the City, where we not only did satisfactory weatherization services similar to the ones being bid out, but also made sure that all of the jobs went to Baltimore City residents. We have a workforce development program imbedded within the non-profit that trains uh, Baltimore City residents, particularly those who are traditionally locked out of economic opportunity; we hire them on as our crew members and also place those folks with other contractors within the contractor pool, including the ones who have been awarded the contract. We were not the lowest bidder, but we were, uh, roughly half a million dollars lower than one of the folks um -- that received the contract."

President: "Mr. Corey?"

Thomas Corey: "Uh, yes, Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. I do agree that both of these organizations do great work, but in calling balls and strikes, they were not compliant because BMC is not certified for plumbing. They have, as a matter of information for the

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Board, submitted documentation to our office to substantiate the fact that they do have onboard, as an employee, a licensed, registered, a licensed plumber, so um -- it is possible for them going forward to correct the defect in the-- "

City Solicitor: "Is it your recommendation that the defective bidder be given 10 days to come into compliance?"

Mr. Corey: "I think it would be a good thing to allow them to come into compliance. Give them 10 days to do that. We have no reason to believe that they can't."

City Solicitor: "Alright."

President: "Now I'll entertain a Motion."

City Solicitor: "I move that we accept the recommendation of the MWBOO office, and Mr. Krus wants to add something before I finish the Motion."

Mayor: "We have to add some more info."

Mr. Krus: "The, the agency has um, asked the Bureau of Purchases if it could just make a comment about the addition of vendors to this award."

Ken Strong: "Um, thank you. Ken Strong, Deputy Commissioner of Housing for Green, Healthy, and Sustainable Homes. Um, earlier in the Board's agenda, in the routine portion of it, we accepted \$52.8 million from the Public Service Commission. The contracts that we're considering, uh, now under this bid Solicitation and

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the protests, emanate from that very expanded work that we're now able to do with that funding and Empower Maryland funding, and we sought and certainly hope to have a pool of contractors that can adequately meet the expanded need that our new funding creates, so we are eager to have a pool of contractors uh, who can move forward. We certainly, as the protestants said, we also respect the MBE and WBE requirements of the City. We work closely with Mr. Corey and his office in designing, uh, the goals and the HVAC work is the majority of the sub-contracting work that's envisioned in this contract and that this sub-contractor, that they identified, is eligible to do through the City's uh -- Minority and Women's Business Opportunity Office."

City Solicitor: "And while you're up, I'd just like to add a word of congratulations again to the work of your office and Housing and the Law Department for securing that \$52 million."

Mr. Strong: "Uh, thank you Mr. Solicitor. We're also joined by other City agencies who were part of that, and it was successful also because of our Mayor's very assertive and effective advocacy for us at the Commission."

Mayor: "Thank you."

Mr. Krus: "Tim Krus, City Purchasing Agent. I would um, like to recommend the change in the award uh -- that we had initially asked the Board to consider by, um -- waiving the initial

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finding of non-compliance for Civics, Civic Works, Coalition to End Childhood Lead Poisoning, CNA Conservation Inc., and Northeast Energy Services. Adding these four vendors to the award, in addition to Comprehensive Housing Assistance and Hawkeye Construction, which we came to the Board for previously, and making this award estimate for \$40 million to be allocated among these six vendors based on the um --provision of services that housing is providing."

City Solicitor: "Move to approve the amended recommendation of the Bureau of Purchasing."

Mr. Foxx: "Second."

Mr. Krus: "And, and if--"

President: "All those in favor, say AYE."

Mr. Krus: "Excuse me. ."

Mr. Corey: "I have a statement to make."

Mr. Krus: "These coming into compliance, excuse me, so as Mr. Corey mentioned, it does look like the BMC Services may be able to come into certification in this area, so we also ask the Board to give these four vendors 10 days to come into compliance."

City Solicitor: "Accepted and so moved."

Mr. Foxx: "Second."

President: "All those in favor, say AYE. All opposed, say NAY."

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Please note that the Council President votes **YES** too. The Motion carries."

Mayor: "If I could very briefly?"

President: "Madam Mayor."

Mayor: "I do want to thank the entire team. I think this is a great day for Baltimore uh -- and I'm looking forward to the continued good work of everyone. You know, this is a great day because of a wide range of programs to aid - programs to aid low-income families in particular, and communities with energy problems and needs, uh, were granted funding. Um, uh, just very briefly, this money will fund not-for-profits, that will save, um-- will help save community members on utility bills and then re-invest those savings into services for low-income families and low-income neighborhoods; energy retro-fit loans for small businesses, which we know are very important; create a co-generation, which will lower municipal utility bills, and the municipal utility bills on some of our buildings as well; 15,000 families will learn to save energy with the aid of low cost programmable thermostats and uh, in-home education opportunities, which we know energizes them and motivates and really brings communities together. We've seen it happen, thousands of families will be screened for benefits; family, families who have been previously denied weatherization aid in

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the past due to roofing, plumbing or structural problems will be able to be assisted through this money; over 1,000 families with heating systems will be converted from oil to natural gas and save an average of \$970 a year; uh, families with financial challenges and unpaid utility bills will receive more focused assistance. I could go on and on, but I'll just say this, in making this award, the PSC stated that "We approve a total of \$52 million, \$52,875,304.00 for eight proposals offered by Baltimore City" and I believe that was the entire presentation. Uh, we went down there, we asked for \$52,875,304.00 and that's what we got. Um, uh, the City's numerous proposals were incorporated into a comprehensive, integrated and coordinated program entitled "Coordinated Resources to Effectively Align and Transform Energy Services or CREATES". It's a mouthful, but it's a mouthful that's going to help our communities in, in big ways, and I'm proud. We, we went down there with, with high hopes and we knew we had an ambitious plan, and I'm just very, very proud that, uh --through our advocacy and through our collaboration, we were able to bring those dollars home to Baltimore and help our families. I want to thank the Mayor's Office of Human Services; Department of Planning; the Mayor's Office of Energy and the Department of Housing and Community Development and the Law Department, and the Law Department, and

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our Solicitor in particular for their role in and, and where's Nayden?"

City Solicitor: "He's quietly in the back."

Mayor: "Matthew Nayden, thank you very much for coordinating the application and making sure that all of our T's were crossed, and our I's were dotted and anything else you did to push us over the finish line. I really just want to thank everyone. This is a monumental day for the City. Thank you."

Ms. Norton: "May I say one thing if I may? Um, I want to congratulate the City as well as the Mayor, and because of this award, and the work that you have helped the lead in Green, Healthy and Sustainable Housing, today we are putting in an application to the Center for Medicaid Services to try to change national policy that Medicaid will re-invest in this work as well because what you are doing is not only lowering energy bills, but you're making homes healthier, and what we have shown in the work with Ken Strong, Civic Works and others, is that 67% of the time when we go in the homes to do this work, children stop going to the hospital and stop going to the emergency department for asthma and that means they can go to school instead of the hospital, and their families are better off, healthier and more stable. I think Baltimore's leading the nation in this, and I just want to commend you."

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Mayor: "Thank you."

Bureau of Purchases - Formal - Best and Final

20. B50002934, Consultant Services-Broadband Public Infrastructure Strategic Planning (Mayor's Office of Information Technology)	Magellan Advisors, LLC	\$	157,000.00
MBE: Bithgroup Technology, Inc.		\$37,229.15	17.00%
WBE: Catalpha Advertising & Design, Inc.		\$19,709.55	9.0%

MWBOO FOUND VENDOR IN COMPLIANCE.

21. B50003016, Crawler Dozer (Dept. of General Services, Fleet Management)	REJECTION: On June 26, 2013, two bids were received and opened. A compactor unit was recently destroyed in a fire at the landfill and requires immediate replacement. The funding intended to purchase the dozer is now needed to replace the compactor. Therefore, it is recommended to be in the best interest of the City to reject the bids due to lack of funding.
---	--

MINUTES

Mayor's Office of - Grant Agreements and
Human Services (MOHS) Memorandum of Understanding

The Board is requested to approve and authorize execution of the grant agreements and the memorandum of understanding. The grant agreement and the memorandum of understanding is for the period July 1, 2013 through June 30, 2014, unless otherwise indicated.

GRANT AGREEMENTS

1. BALTIMORE MENTAL HEALTH SYSTEMS, INC. (BMHS) \$315,710.00

Account: 4000-486314-6051-452299-603051

The purpose of this agreement is to provide licensed outpatient Mental Health Services to Head Start children in nine Head Start delegate programs. The BMHS clinicians will assess and coordinate mental health referrals and services agreed upon by the program and agency, provide consultation to program staff and parent participants, conduct classroom observations, and provide written and verbal feedback to staff and parents. The funds are primarily for consultant salaries, staff training, and development.

2. JOSEPH RICHEY HOUSE, INC. \$ 64,061.00

Account: 4000-490914-3573-333672-603051

The organization will use the funds to provide housing assistance and supportive services to individuals or to families who have a family member with AIDS. The organization will serve 25 clients.

3. THE WOMEN'S HOUSING COALITION, INC. \$197,640.00

Account: 4000-496313-3570-591235-603051

The organization will provide housing to 25 individuals who are homeless and low-income women who are physically and/or mentally disabled. The housing assistance will supplement services to clients receiving supportive services at Bennett House. The period of the agreement is August 26, 2013 through August 25, 2014.

MWBOO GRANTED A WAIVER.

MOHS - cont'd

MINUTESMEMORANDUM OF UNDERSTANDING (MOU)**4. BALTIMORE CITY HEAD START
POLICY COUNCIL****\$ 38,933.00**

Account: 4000-486314-6051-452210-603051

As mandated by the grant, the MOHS has reserved funds to provide parents the opportunity and experience in planning, developing, and implementing their own projects under the Baltimore City Head Start Program.

The estimated proposed budget is for a period of one year and is based on the 3,567 children served by the program. This activity is a requirement of the Head Start Federal Act.

The grant agreements and MOU are late because of delays in the administrative review process.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the grant agreements and the memorandum of understanding.

MINUTES

Department of Finance - 2013 Combined Charity Campaign

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the United Way of Central Maryland (United Way). The period of the agreement is effective upon Board approval through November 30, 2015.

AMOUNT OF MONEY AND SOURCE:

\$271,558.00

BACKGROUND/EXPLANATION:

On December 12, 2007, the Board authorized the Department to negotiate annually with the United Way to continue serving as the operating agency of the Combined Charity Campaign for Baltimore City (Campaign). The Department requests approval of this agreement for United Way to manage the 2013 Campaign.

MBE/WBE PARTICIPATION:**MWBOO SET GOALS OF MBE 7% AND WBE 3%.**

MBE:	Simply Good, LLC	\$ 5,969.00	02.19%
	Silverback Business Center	<u>16,879.98</u>	<u>06.22%</u>
		\$22,848.98	08.41%
WBE:	Jones Networking	\$ 7,314.74	03.00%

MWBOO FOUND THE VENDOR IN COMPLIANCE.**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the agreement with the United Way of Central Maryland.

MINUTES

Mayor's Office - Transitional Housing and Parking Expense

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to cover five months of costs associated with transitional housing on behalf of Mr. William M. Johnson who entered into a lease agreement with Southern Management, LLC. The period covered is August 1, 2013 through December 31, 2013. The Board is further requested to approve an expenditure of funds to pay Landmark Parking the cost of parking for five months.

AMOUNT OF MONEY AND SOURCE:

\$8,325.00 (\$1,665.00 per month for 5 months) - Transitional
Housing
800.00 (\$160 per month for 5 months) - Parking
\$9,125.00 - 1001-000000-2301-248700-603013

BACKGROUND/EXPLANATION:

The Administration recruited for the position of Director of Transportation and conducted a national search to find the most highly qualified candidate. The position of Director of Transportation for the City is a critical position that requires an individual with exceptional qualifications, critical analysis and problem-resolution skills along with exceptional interpersonal leadership skills to develop and maintain critical relationships with City agencies and staff. In the Administration's judgment, Mr. Johnson possesses the unique combination of skills and attributes critical to success in this role and he was offered the position. In order to make the transition to Baltimore economically feasible for Mr. Johnson, the Administration has offered, contingent upon Board approval, to provide transitional housing for a period not to exceed five months beginning August 1, 2013 through December 31, 2013.

The Department of Transportation researched a number of options for short-term furnished housing in and near the downtown area. Based upon a combination of factors including costs, features and availability, the Department of Transportation requests authori-

MINUTES

Mayor's Office - cont'd

zation to cover the cost for rent for a period of 5 months, at a monthly rate of \$1,665.00 per month. Mr. Johnson has entered into a lease agreement with Southern Management. The lease agreement commenced on August 1, 2013 and continues through July 31, 2014. The Department of Transportation further requests approval for an expenditure of funds to pay Landmark Parking for five months at a monthly rate of \$160.00 on behalf of Mr. Johnson, who entered into an agreement with Landmark Parking in July 2013.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to cover five months of costs associated with transitional housing on behalf of Mr. William M. Johnson who entered into a lease agreement with Southern Management, LLC. The Board further approved an expenditure of funds to pay Landmark Parking the cost of parking for five months. The Mayor

ABSTAINED.

MINUTESHealth Department - Agreements

The Board is requested to approve and authorize execution of the agreements.

SENIOR COMPANION PROGRAM

1.	DESTINY'S PLACE, INC.	\$	0.00
2.	CANTON HARBOR HEALTHCARE CENTER, INC.	\$	0.00
3.	N.M. CARROLL MANOR, INC.	\$	0.00
4.	ST. JAMES' TERRACE APARTMENTS, INC.	\$	0.00
5.	STATE OF MARYLAND DEPARTMENT OF HUMAN RESOURCES	\$	0.00

The above-listed organizations will serve as Volunteer Stations for the Retired and Senior Volunteers Program (RSVP). Through a grant from the Corporation for National and Community Services (CNCS), the Department sponsors the Senior Companion Program. The grant pays for 100% of the cost of Senior Companions to volunteer to assist special needs clients who want to remain in their homes. While the senior companions are on duty, the grant provides for their life insurance, transportation and other benefits. The period of the agreement is July 1, 2013 through June 30, 2014.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the foregoing agreement.

MINUTES

Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements.

1. **THE JOHNS HOPKINS UNIVERSITY (JHU) \$ 28,799.00**

Account: 4000-427713-3023-599621-603051

The JHU, School of Medicine, will provide outpatient services for the Ryan White Part A Program. The JHU will identify and link to care HIV-positive residents of the Baltimore Eligible Metropolitan Area who have HIV, but are not in care and test people engaged in high-risk activities who do not know their HIV status. The period of the agreement is March 1, 2013 through August 31, 2013.

2. **THE JOHNS HOPKINS UNIVERSITY (JHU) \$ 106,234.00**

Account: 5000-521114-3023-000000-603051

The JHU, Infectious Disease Division, will provide epidemiological (EPI) assistance for the Community Risk Reduction Program. Under the terms of this agreement, the JHU will provide a Principal Investigator to administer oversight of the project. An Epidemiologist will provide data collection, analysis, EPI reporting, and paper writing and a Special Program Assistant will coordinate volunteer assignments and training, and assist with various Department special events and EPI support to the program Director, as needed. In addition, the JHU will provide a Senior Research Analyst to provide administrative support. The period of the agreement is July 1, 2013 through June 30, 2014.

MWBOO GRANTED A WAIVER.

3. **JOHNS HOPKINS UNIVERSITY (JHU) \$265,089.00**

Account: 4000-499013-3023-513200-603051

The JHU School of Medicine for Comprehensive HIV Prevention Projects (CHPP) will provide surveillance and data management, maintenance of the website and continue

MINUTES

Health Dept. - cont'd

programming efforts to improve information systems for the HIV/STD program. The period of the agreement is January 1, 2013 through December 31, 2013.

4. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$ 50,000.00**

Account: 4000-422714-3030-279200-603051

The JHU will provide clinical services for family planning at Harriet Lane Adolescent Clinic. Services will include client education, cancer screening, postpartum counseling, pregnancy diagnosis and counseling, sexually transmitted infection screening and treatment, and adolescent counseling regarding sexual decision making. The target populations are women at risk for unintended pregnancy who are at or below 250% of the poverty level and adolescents at risk for unintended pregnancy. The period of the agreement is July 1, 2013 through June 30, 2014.

MWBOO GRANTED A WAIVER.

The agreements are late because of a delay in receiving an acceptable scope of work and budget.

5. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$227,002.00**

Account: 4000-427713-3023-599610-603051

The JHU will provide high quality, easily accessible HIV outpatient medical treatment with the Sexually Transmitted Disease (STD) Clinic infrastructure. The period of the agreement is March 1, 2013 through August 31, 2013.

MWBOO GRANTED A WAIVER.

6. **JOHNS HOPKINS UNIVERSITY (JHU)** **\$ 18,044.00**

Account: 4000-427713-3023-599620-603051

The JHU will provide client advocacy to HIV-infected persons receiving primary medical care at the Baltimore City Health Department Sexually Transmitted Disease (STD)

MINUTES

Health Department - Agreements, Memorandum of Grant
Agreement, and Amendment to Agreement

The Board is requested to approve and authorize execution of the agreements, a memorandum of agreement (MOA), and an amendment to agreement.

AGREEMENTS

1. **BALTIMORE COUNTY, MARYLAND/BALTIMORE** \$ **0.00**
COUNTY DEPARTMENT OF HEALTH

This inter-governmental agreement (IGA) establishes an administrative mechanism to allocate funds received by the City under Part A of the Ryan White HIV/AIDS Act of 2009 for Baltimore City, Baltimore County, Anne Arundel County, Carroll County, Harford County, Howard County, and Queen Anne County. Funding allocations for Baltimore City and Baltimore County will be based on the severity of need for outpatient and ambulatory care services in each area and the health and support services needed in each area. Subject to the appropriations, the City and County will maintain the level of HIV-related services equal to the level of funding. The period of the agreement is March 1, 2013 through February 28, 2014, with an option to extend the terms of this agreement for three successive one-year periods.

The agreement is late because the Department was waiting for the IGA to be signed by Baltimore County.

2. **UNIVERSITY OF MARYLAND, BALTIMORE** \$ **14,499.00**
COUNTY/HILLTOP INSTITUTE (UMBC)

Account: 6000-628513-3031-579200-603051

The Hilltop Institute at the UMBC will create and provide the Department with two de-identified person-level datasets, provide documentation for these datasets, conduct an analysis of the data, and present the results in a written report. The period of the agreement is January 1, 2013 through August 31, 2013.

The agreement is late because budget revisions delayed its processing.

MINUTES

Health Department - cont'd

Hourly Rate

3.	JAMES MORLICK	\$58.00	\$	32,625.00
	Accounts: 1001-000000-3252-316200-603018		\$	30,305.00
	5000-536014-3044-295900-405001		\$	2,320.00

Under the terms of this agreement, Mr. Morlick will assist the Department's CARE Services management and staff in the aspects of the Agency Information Manager (AIM) web-based client services database and the collection of data and report preparation of the federal fiscal year-end National Aging Program Information System report.

Mr. Morlick will assist in migrating all of the existing client services data to AIM database and provide support and training in transitioning data, meet with CARE Services management and staff to determine and implement any changes or new requirements, and migrate Senior Centers and subcontracted service providers to the AIM system. In addition, Mr. Morlick will provide technical support to Maryland Access Point staff, participate in workgroups sponsored by the Maryland Department on Aging, and make recommendations as warranted. The period of the agreement is July 1, 2013 through June 30, 2014.

The agreement is late because the Department was waiting for finalization of the budget and signatures.

4.	ROSEMARIE MANOR, LLC		\$	109,200.00
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Account: 5000-534014-3044-2723304-603051

Under the terms of this agreement, the funds will allow the Department to disburse State Subsidized Assisted Housing Program funds for low-income residents at Rosemarie Manor, LLC, located at 3809 Bell Avenue and 3300 Alto Road in Baltimore, Maryland.

MINUTES

Health Dept. - cont'd

These facilities provide senior assisted housing services to individuals aged 62 and over, who have temporary or periodic difficulties with the activities of daily living, and who require assistance in performing personal and household functions associated with complete independence as per the provisions of Article 70B of the Annotated Code of Maryland. The senior assisted housing residents receive shelter, meals, housing, personal care services, and 24-hour on-site supervision. The period of the agreement is July 1, 2013 through June 30, 2014.

The agreement is late because the Department was waiting for finalization of the budget and signatures from the provider.

MWBOO GRANTED A WAIVER.

5. **LIVING CLASSROOMS FOUNDATION, INC.** **\$ 238,618.00**

Account: 4000-430512-3160-308600-603051

The Living Classrooms Foundation, Inc. will provide services for the Safe Streets Program. These services will stop or, if that is not possible, reduce the shootings and killings occurring in Baltimore City. The five components to the model are Community Mobilization, Public Education, Cooperation with Law Enforcement, Outreach, and Faith-based Involvement. The services will focus on what has shown to be most effective in reducing shootings and homicides in Baltimore, and mediations. The period of the agreement is July 1, 2013 through June 30, 2014.

The agreement is late because the Department was waiting for signatures.

MWBOO GRANTED A WAIVER.

MINUTES

Health Department - cont'd

MEMORANDUM OF AGREEMENT (MOA)

6.	CAREFIRST BLUECROSS BLUESHIELD	\$1,750,000.00
	Accounts: 6000-626314-3080-513200-406001	\$1,000,000.00 (FY2014)
	6000-626315-3080-513200-406001	\$ 750,000.00 (FY2015)

Under the terms of this MOA, the funds will be used to support the B'More for Healthy Babies (BHB) initiative. The goal of the BHB initiative is to reduce infants deaths due to preterm birth, low-birth weight, and unsafe sleep conditions which disproportionately affect African American women and which remain above the national average. The Department will partner with The Family League of Baltimore City, Inc., Baltimore Medical System, University of Maryland Hospital, and the Johns Hopkins Center for Communication Programs and Carson Research. The period of the grant is July 1, 2013 through June 30, 2015.

The MOA is late because the Department was waiting for finalization of the budget.

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

AMENDMENT TO AGREEMENT

7.	BALTIMORE COUNTY, MARYLAND DEPARTMENT OF AGING (BCDA)	\$ 25,000.00
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Account: 5000-536012-3044-404001

On August 15, 2012, the Board approved the initial sponsorship agreement for the "2013 edition" of the Regional Community Resource Directory in production from May - December 2012, and a \$25,000.00 payment to the BCDA. The agreement contained four 1-year renewal options.

MINUTESHealth Department - cont'd

This amendment replaces the "2013 edition" with "annual edition" to allow the Department to pay annually for production of the Regional Community Resource Directory.

The amendment to agreement is effective upon Board approval for one year. This is the second renewal option, with two 1-year renewal options remaining. All other terms and conditions of the original agreement remain unchanged.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED (EXCEPT ITEM NOS. 1 and 6) AND HAD NO OBJECTION.

A PROTEST HAS BEEN RECEIVED FROM MS. KIM TRUEHEART ON ITEM NO. 5.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the foregoing agreements. The President **ABSTAINED** on item no. 5. The Mayor **ABSTAINED** on item No. 5.

MINUTES

Health Department - Ratification of Invoice
and Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to ratify the outstanding invoice and approve payment for services rendered to the Coalition to End Childhood Lead Poisoning, Inc. (Coalition). The services were rendered October 1, 2011 through December 31, 2012.

AMOUNT OF MONEY AND SOURCE:

\$33,500.00 - 6000-628812-3031-579200-406001

BACKGROUND/EXPLANATION

As part of the U.S. Conference of Mayors Post Remediation Counseling and Education CUSP Grant Program, the Department agreed to reimburse the Coalition to End Childhood Lead Poisoning, Inc. for lead safe remediation and maintenance outreach and educational services for the period of October 1, 2011 through December 31, 2012.

Because of a change in management in the Coalition's lead program, an agreement was inadvertently not entered into between the two parties. To remedy this oversight, and in an effort to provide an expeditious payment for services rendered, the Department is requesting the Board to approve and authorize payment to the Coalition to End Childhood Lead Poisoning.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified the outstanding invoice and approved the payment for services rendered to the Coalition to End Childhood Lead Poisoning, Inc.

MINUTES

Health Department - Ratification of Services
and Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to ratify various events at the Waxter Senior Center and authorize payment to the Waxter Senior Center Auxiliary, Inc. The services were rendered April 4, 2012 through May 24, 2012.

AMOUNT OF MONEY AND SOURCE:

\$1,600.00 - April 4, 2012 (Corporate Executive Coach, LLC)
 2,218.94 - April 4, 2012 (Phillips Flagship Restaurant)
 172.65 - May 9, 2012 (Baltimore Trophy House)
 3,990.63 - May 24, 2012 (Tiffany East Catering)
 500.00 - May 24, 2012 (Smooth Teaze 8, LLC)
 300.00 - May 24, 2012 (Donnell Sledge)
 259.00 - May 24, 2012 (Woodlawn Motor Coach, Inc.)
\$9,041,22 - 6000-633113-3024-268500-406001

BACKGROUND/EXPLANATION:

The approval of this request will allow the Department's Office of Aging and the Commission on Aging and Retirement Education Services to reimburse the Waxter Senior Center Auxiliary, Inc. for expenses related to sponsoring various events at the Waxter Senior Center.

While waiting for the receipt of these funds, the Waxter Center continued to maintain normal operation of classes and activities for its members. Therefore, the Department is requesting ratification of the services and approval of the payment for services rendered.

This request is late because the Department was waiting for finalization of the invoices.

MINUTES

Health Department - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified various events at the Waxter Senior Center and authorized payment to the Waxter Senior Center Auxiliary, Inc.

MINUTES

Health Department - Ratification of Services
and Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to ratify the services and authorize and approve payment for services provided to Angel's Cove Assisted Living Facility, Inc. The services were rendered May 1, 2013 through June 30, 2013.

AMOUNT OF MONEY AND SOURCE:

\$ 650.00 - May 1 - 31, 2013
3,250.00 - June 1 - 30, 2013
\$3,900.00 - 5000-534013-3044-273304-603051

BACKGROUND/EXPLANATION:

On August 8, 2012, the Board approved the original agreement with Angel's Cove Assisted Living Facility, Inc., in the amount of \$31,200.00 for the period July 1, 2012 through June 30, 2013. However, during the months of May and June the facility was assigned additional clients, which did not allow time to amend the agreement before it expired on June 30, 2013.

Therefore, the Department is requesting the Board to ratify services and approve payment of the outstanding invoices to Angel's Cove Assisted Living Facility, Inc.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified the services and authorized and approved payment for services provided to Angel's Cove Assisted Living Facility, Inc.

MINUTES

Health Department - Employee Expense Statement

ACTION REQUESTED OF B/E:

The Board is requested to approve the expense statement for Ms. Elaine Ray for the month of April 2013.

AMOUNT OF MONEY AND SOURCE:

\$140.12 - Mileage

Account: 5000-532812-3044-273300-603002

BACKGROUND/EXPLANATION:

The request is late because Ms. Ray neglected to submit the expense statements on time, secondary to overwhelming unit responsibilities. Ms. Ray has been advised of the procedures for this process.

The Administrative Manual, in Section 240-11, states that Employee Expense Reports that are submitted more than 40 work days after the last calendar day of the month in which the expenses were incurred require Board of Estimates approval.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the expense statement for Ms. Elaine Ray for the month of April 2013.

MINUTESHealth Department - Case Monitor Agreement

The Board is requested to approve and authorize execution of the case monitor agreement.

CASE MONITOR AGREEMENT

The Maryland State Department of Health and Mental Hygiene (DHMH) is designated as the single State agency to administer all aspects of the Maryland Medical Assistance Program. The Health Department has an agreement with the DHMH to participate in the program as the case monitoring agency and to contract with Case Monitors who will supervise personal care services to eligible recipients. The maximum number of assigned cases per individual case monitor at anytime is 75, unless a waiver is granted.

The Case Monitor will exercise independent professional judgment and carry professional liability insurance. Each case monitor will be an independent contractor and not an employee of the City. The period of the case monitoring agreement is July 1, 2013 through June 30, 2014.

The Case Monitor will continue to be responsible for establishing a plan of personal care for each eligible recipient assigned to them in Baltimore City, unless otherwise indicated. The Case Monitor will make home visits at least once every 90 days, maintain clinical records, consult with each client's personal physician and other providers in order to develop a care plan, and perform other related duties.

<u>Case Monitor Name</u>	<u>Rate of Pay</u>	<u>Amount</u>
NATHAN NETWORKS, INC.	\$45.00/case for 100 cases/ month	\$54,000.00

Account: 4000-426214-3110-306800-603018

MINUTES

Health Department - cont'd

The Case Monitor will render personal care case monitoring services in Baltimore City.

The case monitor agreement is late because it was recently received from the provider.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTIONS.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the case monitor agreement.

MINUTES

Health Department - No-Cost Extension to Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve a no-cost extension to the grant agreement with the David and Barbara B. Hirschhorn Foundation, Inc. This no-cost extension extends the period of the agreement through September 30, 2013.

AMOUNT OF MONEY AND SOURCE:

No additional funding is associated with this action.

BACKGROUND/EXPLANATION:

On September 12, 2012, the Board approved the initial grant agreement in the amount of \$25,000.00 for the period of July 1, 2012 through June 30, 2013.

The Department has requested and received approval from the grantor to extend the project period through September 30, 2013 to allow the Department to complete the development of communication materials targeted to young males and parents.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the no-cost extension to the grant agreement with the David and Barbara B. Hirschhorn Foundation, Inc.

MINUTES

Health Department - No-Cost Extension and/or Grant Budget
Modification to Memorandum of Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve a no-cost extension and/or grant budget modification to the memorandum of agreement (MOA) with CareFirst BlueCross BlueShield. This no-cost extension extends the period of the MOA through October 30, 2013.

AMOUNT OF MONEY AND SOURCE:

No additional funding is associated with this action.

BACKGROUND/EXPLANATION:

On May 9, 2012, the Board approved the initial grant award and MOA with CareFirst BlueCross BlueShield in the amount of \$1,000,000.00 for the period of July 1, 2012 through July 31, 2013. The MOA was for the B'more for Healthy Babies Initiative.

The Department has requested and received approval from the grantor to extend the project period through October 30, 2013 to allow the Department to complete services.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved the a no-cost extension and/or grant budget modification to the memorandum of agreement with CareFirst BlueCross BlueShield.

MINUTES

Police Department - Grant Agreements**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of the following grant awards from the Governor's Office of Crime Control and Prevention. The period of the grant agreement is July 1, 2013 through June 30, 2014, unless otherwise noted.

1. **NEIGHBORHOOD FOOT PATROL PROGRAM** **\$2,763,600.00**

Account: 5000-511214-2041-196700-600000

Through the National Foot Patrol Program, the Department will improve public safety in the City by utilizing foot patrol as an integral component of the public safety strategy, otherwise known as crime reduction strategy. The funds from this grant will be used to devote police officers to walk foot patrol throughout communities to strengthen public trust, significantly reduce violent crime and improve public safety in the City.

2. **SEX OFFENDER COMPLIANCE AND ENFORCEMENT** **\$ 191,520.00**

Account: 5000-598214-2013-688600-600000

The Sex Offender Compliance and Enforcement program tracks the compliance of local sex offenders who are required to register, and/or re-register with Maryland Sex Offender Registry. The program provides the financial support for the Department's Sex Offender Registry Unit and its support staff to work in an overtime capacity. It also allows the Department to procure the necessary equipment needed to prevent the future victimization of the City's children and ultimately decrease the rate of recidivism.

3. **NEIGHBORHOOD COMMUNITY POLICING PROGRAM** **\$1,974,000.00**

Account: 5000-511414-2042-662900-600000

The program is a partnership between the Department and community stakeholders aimed at increasing the trust and communication between the Department and the community it serves. Dedicated police officers will work to strengthen such programs as Safe Streets, Neighborhood Block Watches, Citizens on Patrol, and Operation Crime Watch.

Police Dept. - cont'd

MINUTES

4. VIOLENT CRIME REDUCTION-INTERDICTION INITIATIVE \$2,454,422.00

Account: 5000-511514-2013-198400-600000

This initiative provides the Department with the resources to combat violent crime and drug-related violence by utilizing a multi-pronged aggressive strategy designed to reduce the occurrences of open air drug markets and the devastating violence they foster which have contributed to the high rate of violent crime. With the funding of personnel, acquired through this grant project, the Department will be able to significantly curb drug activity on a prolonged and permanent basis, effectively reducing violent crime caused by these factions.

5. DOMESTIC VIOLENCE REDUCTION INITIATIVE \$ 79,000.00

Account: 5000-598413-2021-213300-600000

The initiative aims to reduce existing gaps in services and is designed to foster collaboration and cooperation among partner agencies and stakeholders throughout Maryland. The project provides support to the Department for the service of warrants and/or any court order violation that involves domestic violence. Grant funds provide overtime for Department members of the warrant Apprehension Task Force and Family Crimes Unit to conduct the initiative. The period of the grant award is June 1, 2013 through December 31, 2013.

The grant awards are late due to a delay in the administrative process.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.**

UPON MOTION duly made and seconded, the Board approved acceptance of the following grant awards from the Governor's Office of Crime Control and Prevention.

Police Department - Grant Adjustment Notices

ACTION REQUESTED OF B/E:

MINUTES

The Board is requested to approve acceptance of the following grant adjustment notices (GAN) from the Maryland Emergency Management Agency (MEMA).

1. 2009 PORT SECURITY GRANT PROGRAM (\$28,740.89)

Account: 4000-469612-2023-212600-600000

On September 14, 2011, the Board approved a grant for the State Homeland Security Program (SHSP) that awarded the Department funding in the amount of \$185,417.00. The SHSP is a core assistance program that provides funds to build capabilities at the State and local levels. Activities implemented under the SHSP must support terrorism preparedness enhancing capabilities that relate to the prevention of, protection from, or response to terrorism. This GAN is for a reduction in funds making the new total \$156,676.11.

AUDITS REVIEWED AND HAD NO OBJECTION.

2. FY2010 STATE HOMELAND SECURITY GRANT PROGRAM \$ 0.00

Account: 4000-458011-2015-683900-600000

On April 20, 2011, the Board approved a grant for the State Homeland Security Program (SHSP) and awarded the Department funding in the amount of \$1,895,282.00. The SHSP is a core assistance program that provides funds to build capabilities that relate to the prevention of, protection from, or response to terrorism. This GAN extends the grant to July 31, 2013.

AUDITS NOTED THE TIME EXTENSION.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved acceptance of the following grant adjustment notices from the Maryland Emergency Management Agency.

Police Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

MINUTES

The Board is requested to approve an expenditure of funds to pay the Baltimore Child Abuse Center, Inc. (BCAC) for utilities. The period of the invoices is January 1, 2013 through December 31, 2013.

AMOUNT OF MONEY AND SOURCE:

\$20,300.00 - 1001-000000-2021-212800-603015

BACKGROUND/EXPLANATION:

On February 2, 2005, the Board approved a Memorandum of Understanding (MOU) with the BCAC. Under the MOU, the Department's Child Abuse Unit uses 5,500 square feet of office space rent-free at 2300 North Charles Street, which represents 25% of the building space. The BCAC is requesting that the Department pay 25% of the utility costs for the building. The estimated annual utility cost for the building is \$81,200.00, making the Department's share of the cost \$20,300.00.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay the Baltimore Child Abuse Center, Inc. for utilities.

MINUTES

Police Department - Professional Services Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a professional services agreement with Mr. Jeffrey Godown, contractor. The period of the agreement is effective upon Board approval for 1-year.

AMOUNT OF MONEY AND SOURCE:

\$3,200.00 - 6000-611213-2013-197500-603026

BACKGROUND/EXPLANATION:

The contractor will review and assess the current Department ComStat process including data draws, accuracy/depth of information provided, scope of ComStat meetings, effectiveness of information provided, and timeliness and action ability of intelligence provided. The contractor will provide best-practice solutions to improve capabilities of ComStat team's preparation process in order to make the ComStat process more effective and efficient in reducing crime in the City.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved professional services agreement with Mr. Jeffrey Godown, contractor.

MINUTES

Police Department - Recruitment/Transitional
Relocation Incentive Programs

The Board is requested to approve the expenditure of funds to provide support to the continuation of the following programs:

1. **THE RECRUITMENT INCENTIVE PROGRAM** **\$ 25,000.00**

This program was initiated in 1999, as part of the Department's recruitment efforts to hire persons for the position of police officer.

On February 15, 2006, the Board approved an increase in the referral amount that for the first time was available to all City employees. The referral amount was increased to a flat \$500.00 for each person hired as a police officer. The original funding request was for \$25,000.00 for 50 referrals. The funding has been exhausted. The program has had a positive effect on recruitment efforts. Therefore, the Department is requesting an additional \$25,000.00 to enable the program to continue in its present form.

Account: 1001-000000-2003-195500-603050

2. **TRANSITIONAL RELOCATION** **\$100,000.00**
INCENTIVE PROGRAM (TRIP)

On December 13, 2006, the Board approved funding for TRIP in the amount of \$80,000.00 for 80 police officer positions, which represented \$1,000.00 per police officer. This program was initiated to help defray relocation costs for any person hired as a police officer who relocated from out-of-state to Maryland. The Police Department has benefited from hiring approximately one-third of all recruits from out-of-state. The funding has been exhausted.

The Department is requesting \$100,000.00 to enable the program to continue. All other terms and conditions for TRIP will remain in effect.

Account: 1001-000000-2003-195500-603050

APPROVED FOR FUNDS BY FINANCE

MINUTES

Police Dept. - cont'd

A PROTEST HAS BEEN RECEIVED FROM MS. KIM TRUEHEART FOR ITEM NO. 2.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to provide support to the continuation of the aforementioned programs.

Kim A. Trueheart

August 13, 2013

Board of Estimates
Attn: Clerk
City Hall, Room 204
100 N. Holliday Street,
Baltimore, Maryland 21202

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of questionable management and administration by the Baltimore City Police Department (BCPD).

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self.
2. What the issues are:
 - a. Pages 76, Item #2, Police Department – Recruitment/Transitional
 - b. Relocation Incentive Programs, TRANSITIONAL RELOCATION INCENTIVE PROGRAM (TRIP), if approved:
 - i. This action to fund an initiative from 7 years ago appears to contradict present day plans, policies and objectives;
 - ii. This action appears to be premature and should be postponed until the soon to be released strategic plan is published;
 - iii. The TRIP program should be updated to reflect the strong desire of local residents to increase the number of officers who actually live in Baltimore City;
 - iv. This action fails too further the Mayor's 10-Year Plan which established a goal to increase the City's population base with 10,000 new families.
 - c. The remedy I seek is that this action be delayed until the submitting agency revises the TRIP program to provide the incentive only when an applicant relocates to Baltimore City.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed questionable management and stewardship of municipal funds by this Mayoral administration and BCPD. I seek a reasonable amount of results-oriented stewardship of scarce tax-payers funds which currently does not appear to exist. Smart money management seems to elude this Mayoral administration and the lack of checks and balances in oversight and auditing of municipal expenditures harms rather than serves the public good.

I look forward to the opportunity to address this matter at your upcoming Board of Estimates on August 14, 2013. If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen & Resident

Email: ktrueheart@whatfits.net
5519 Belleville Ave
Baltimore, MD 21207

**2. TRANSITIONAL RELOCATION \$100,000.00
INCENTIVE PROGRAM (TRIP)**

On December 13, 2006, the Board approved funding for TRIP in the amount of \$80,000.00 for 80 police officer positions, which represented \$1,000.00 per police officer. This program was initiated to help defray relocation costs for any person hired as a police officer who relocated from out-of-state to Maryland. The Police Department has benefited from hiring approximately one-third of all recruits from out-of-state. The funding has been exhausted.

The Department is requesting \$100,000.00 to enable the program to continue. All other terms and conditions for TRIP will remain in effect.

Account: 1001-000000-2003-195500-603050

APPROVED FOR FUNDS BY FINANCE

MINUTES

Police Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with The Family League of Baltimore City, Inc. (The Family League). The period of the agreement is effective upon Board approval through June 30, 2014.

AMOUNT OF MONEY AND SOURCE:

\$39,776.00	-	1001-000000-2252-511200-607001
39,776.00	-	1001-000000-2252-511300-607001
<u>\$79,552.00</u>		

BACKGROUND/EXPLANATION:

The City is required to provide 25% cash match and has appropriated \$79,552.00 for the Department's Fiscal Year 2014 operating budget as the City's local matching cash funds, under the following budget account numbers, one of each Youth Services Bureau.

The Governor's Office for Children funds two Baltimore City Youth Service Bureaus; the Northwest and East Youth Service Bureaus. The agreement transfers Baltimore City's required cash matching funds to the Local Management Board, The Family League. The Family League in turn contracts with the Youth Service Bureaus. The agreement provides for the City to pay its matching share directly to The Family League.

The agreement is late because the Department only recently received the required information from The Family League.

MWBOO GRANTED A WAIVER

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the agreement with The Family League of Baltimore City, Inc.

MINUTES

Department of Recreation & Parks - Funding Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a funding agreement with Skatepark of Baltimore, Inc. The period of the agreement is effective upon Board approval for one year, or upon the date of completion of Phase I of the project.

AMOUNT OF MONEY AND SOURCE:

\$179,500.00 - 9938-904811-9474-900000-706063

BACKGROUND/EXPLANATION:

The City and the organization share in the desire to build a skatepark for public use and enjoyment in Roosevelt Park. Through this agreement, the organization will donate funds in the amount of \$90,000.00, and the City will provide matching funds up to \$90,000.00. The combined contributions will allow Phase I of the project to be carried out, pursuant to City Contract RP 12815. Phase I will include construction of a custom poured-in-place concrete skate bowl, adjacent to the existing skate plaza in Roosevelt Park.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the funding agreement with Skatepark of Baltimore, Inc.

MINUTES

PROPOSAL AND SPECIFICATIONS

1. Dept. of Transportation - TR 13003, Reconstruction of Footways Citywide
BIDS TO BE RECV'D: 09/11/2013
BIDS TO BE OPENED: 09/11/2013
2. Dept. of Transportation - TR 14004, Reconstruction of Alleys Citywide
BIDS TO BE RECV'D: 09/11/2013
BIDS TO BE OPENED: 09/11/2013
3. Dept. of Transportation - TR 13311, Traffic Signal Construction and Rewiring Citywide - JOC
BIDS TO BE RECV'D: 09/11/2013
BIDS TO BE OPENED: 09/11/2013
4. Dept. of Public Works/
Bureau of Water &
Wastewater - WC 13310, Cell 6 Leachate Conveyance System Improvements at the Quarantine Road Landfill
BIDS TO BE RECV'D: 09/11/2013
BIDS TO BE OPENED: 09/11/2013
5. Dept. of Public Works/
Bureau of Water &
Wastewater - SC 922, Large Diameter Sewer Cleaning in the Lower Level Sewershed
BIDS TO BE RECV'D: 09/18/2013
BIDS TO BE OPENED: 09/18/2013
6. Dept. of Public Works/
Bureau of Water &
Wastewater - SC 911, Improvements to Sanitary Sewers in the Herring Run Sewershed
BIDS TO BE RECV'D: 09/25/2013
BIDS TO BE OPENED: 09/25/2013

There being no objections, the Board, UPON MOTION duly made and seconded, approved the foregoing Proposals and Specifications to be advertised for receipt and opening of bids on the dates indicated.

MINUTES

Bureau of the Budget and - Carryover of Unexpended
Management Research (BBMR) Appropriations for 2013

ACTION REQUESTED OF B/E:

The Board is requested to approve the carryover of unexpended appropriations for Fiscal Year 2013 for various City agencies.

BACKGROUND/EXPLANATION:

On June 26, 2013, the BBMR submitted to the Board a schedule of requests relative to carrying forward unexpended appropriations by various City agencies. The final recommendations for carryovers are submitted based upon the availability of funds and adherence to Article VI, §9(c) of the City Charter.

Unexpended capital project funds and special funds have been carried forward for their original purpose, as is customary. All General Fund appropriations that have been encumbered have been carried forward, and all General Fund appropriations not recommended for carryover have been reverted to fund balance.

To the extent possible and pursuant to the Board's approval, appropriations have been transferred within agency budgets to counteract such deficits in specific budget programs. In those instances where agencies have incurred deficits, these deficits will need to be covered from the Contingent Fund. A schedule of the Contingent Fund transfers is submitted. After giving effect to the carryovers, reserves and transfers, there remains an estimated unassigned General Fund balance of \$6,000,000.00. These are unaudited figures and subject to change.

Additional funding for the Safe Streets program is included in the appropriation transfer bill recently approved by the Board of Estimates and pending City Council action.

MINUTES

BBMR - cont'd

**General Fund Carry-Forward Requests
Fiscal 2013 Unencumbered Appropriation to Fiscal 2014**

Agency	Account Number	Purpose	Request	Recommend	Category
Enoch Pratt Free Library	1001-788-040-00-5-40	Materials	\$300,000	\$0	B
	1001-788-022-00-5-40	Materials	\$300,000	\$0	B
	1001-788-068-00-5-03	Computers	\$250,000	\$250,000	A
	Total		\$850,000	\$250,000	
Fire	1001-602-002-00-5-15	Disaster room equipment	\$150,000	\$0	B
	1001-613-002-00-3-16	Repairs and upgrades to facilities to meet code	\$200,000	\$200,000	A
	1001-613-002-00-3-26	Repairs, renovation, and concrete work	\$150,000	\$0	B
	Total		\$500,000	\$200,000	
General Services	1001-731-001-00-3-80	MECU Building renovation	\$723,434	\$723,434	A
	1001-731-001-00-3-80	MECU Building renovation	\$900,000	\$900,000	A
	1001-731-001-00-9-36	Asbestos Remediation	\$427,109	\$0	B
	Total		\$2,050,543	\$1,623,434	
Health	1001-310-001-00-3-51	Electronic Health Records	\$75,099	\$75,099	A
	1001-310-001-00-3-51	Electronic Health Records	\$225,000	\$0	B
	1001-316-023-00-3-51	Safe Streets - Cherry Hill - Maintenance 2014	\$85,065	\$0	B
	1001-316-023-00-3-51	Safe Streets - McEdlerry Park - Maintenance 2014	\$99,354	\$0	B
	1001-724-001-00-3-41	Meals on Wheels	\$220,218	\$0	B
	Total		\$704,736	\$75,099	
	DHCD	1001-737-002-00-5-03	Computer Upgrade	\$150,000	\$0
1001-742-003-00-3-26		V2V Booster Program	\$250,000	\$0	B
1001-745-001-00-3-16		Data Switches - Benton Building	\$75,000	\$0	B
1001-745-002-00-3-16		Scan return mail "Green Cards"	\$50,000	\$0	B
1001-749-001-00-3-26		Demolition & Marketing for V2V	\$250,000	\$0	B
1001-749-001-00-3-50		Water Bills	\$350,000	\$350,000	A
1001-751-004-00-3-51		Permit Re-engineering project	\$246,715	\$246,715	A
1001-751-005-00-3-35		E-Plans Maintenance Fee	\$42,500	\$0	B
Total			\$1,414,215	\$596,715	

MINUTES

BBMR - cont'd

Agency	Account Number	Purpose	Request	Recommend	Category	
Human Resources	1001-770-001-00-3-05	Municipal Telephone Exchange	\$100	\$0	A	
	1001-770-001-00-3-10	Municipal Post Office	\$5,049	\$0	A	
	1001-770-001-00-3-23	Subscriptions	\$3,348	\$0	A	
	1001-770-001-00-3-25	Rental of Operating Equipment	\$664	\$0	A	
	1001-770-001-00-3-35	Maintenance	\$9,056	\$0	A	
	1001-770-001-00-3-68	Custodial Services	\$37,135	\$0	A	
	1001-770-001-00-4-02	Office Supplies	\$2,879	\$0	A	
	1001-770-001-00-4-06	Business Machines	\$2,932	\$0	A	
	1001-770-001-00-5-03	Data/Word	\$14,508	\$0	A	
	1001-771-001-00-3-05	Municipal Telephone Exchange	\$17,610	\$0	A	
	1001-771-001-00-3-10	Municipal Post Office	\$8,833	\$0	A	
	1001-771-001-00-3-26	Other Professional Services	\$703,392	\$0	A	
	1001-771-001-00-4-06	Business Machines	\$2,032	\$0	A	
	1001-772-001-00-3-05	Municipal Telephone Exchange	\$7,390	\$0	A	
	1001-772-001-00-3-10	Municipal Post Office	\$15,539	\$0	A	
	1001-772-001-00-4-06	Business Machines	\$5,080	\$0	A	
	1001-772-001-00-6-03	Data/Word	\$15,145	\$0	A	
	1001-773-001-00-3-05	Municipal Telephone Exchange	\$703	\$0	A	
	1001-773-001-00-3-22	Dues	\$178	\$0	A	
	1001-773-001-00-4-02	Office Supplies	\$6,544	\$0	A	
	1001-773-001-00-4-05	Photographic Supplies	\$9,244	\$0	A	
	1001-773-001-00-4-06	Business Machines	\$5,040	\$0	A	
	1001-773-001-00-4-08	Books and Periodicals	\$3,552	\$0	A	
		Total		\$875,953	\$0	
	Law	1001-860-001-00-3-20	Training	\$10,000	\$0	B
		1001-860-001-00-3-26	Archives move to City space	\$10,000	\$0	B
1001-860-001-00-3-26		Archives removal and contract closure	\$35,000	\$0	B	
1001-860-001-00-5-01		Desk chairs	\$8,000	\$0	B	
1001-860-001-00-5-01		DGS carpentry work to reorganize library shelves	\$6,000	\$0	B	
1001-860-001-00-5-01		Public Area prints	\$2,000	\$0	B	

MINUTES

BMR - cont'd

Agency	Account Number	Purpose	Request	Recommend	Category
Law - cont'd	1001-860-001-00-5-01	Tables and chairs for newly available library space	\$3,000	\$0	B
	1001-860-001-00-5-03	Teleconference digital video recording software and equipment	\$5,000	\$0	B
	1001-860-001-00-5-03	Witness digital video recording software and equipment	\$3,000	\$0	B
	Total		\$82,000	\$0	
Mayoralty	1001-125-001-00-5-01	Office Furniture	\$20,000	\$0	B
	1001-125-001-00-5-03	Computer Hardware	\$60,000	\$0	B
	1001-125-001-00-5-08	Computer Software	\$20,000	\$0	B
	1001-347-001-00-5-01	Office Furniture	\$20,000	\$0	B
	1001-347-001-00-5-03	Computer Hardware	\$60,000	\$0	B
	1001-347-001-00-5-08	Computer Software	\$20,000	\$0	B
	Total		\$200,000	\$0	
M-R: Educational Grants (Family League of Baltimore City)	1001-446-013-00-7-01	Read to Succeed Summer Camp Program	\$100,000	\$100,000	A
	Total		\$100,000	\$100,000	
M-R: Mayor's Office of Cable and Communications (MOCC)	1001-876-001-00-3-13	Rent	\$100,000	\$0	B
	Total		\$100,000	\$0	
M-R: Mayor's Office of Employment Development (MOED)	1001-793-010-15-3-07	Marketing efforts for the CJH sites.	\$1,500	\$0	B
	1001-793-010-15-3-26	Enhancements to MOED Website	\$8,000	\$0	A
	1001-793-010-15-3-26	Orientation video and Web-based Instructional Tools	\$20,700	\$0	A

MINUTES

BBMR - cont'd

Agency	Account Number	Purpose	Request	Recommend	Category
	1001-793-010-15-4-02	CJH initiative program materials	\$2,325	\$0	A
M-R: Mayor's Office of Employment Development (MOED) - cont'd	1001-793-010-15-5-03	Printer for CJH Coordinator	\$165	\$0	B
	1001-793-010-15-5-03	Webcam and scanners for CJH sites.	\$2,649	\$0	B
	1001-793-010-15-5-03	Website content update equipment	\$1,528	\$0	B
	Total		\$36,867	\$0	
M-R: Mayor's Office of Human Services (MOHS)	1001-895-001-00-3-50	Transition to new facility	\$269,000	\$269,000	A
	1001-895-001-00-3-51	Sub-Contractors payments for shelters	\$42,461	\$42,461	A
	Total		\$311,461	\$311,461	
M-R: Office of Civil Rights	1001-846-001-00-3-26	Annual Civil Rights Breakfast Meeting	\$8,000	\$0	B
	Total		\$8,000	\$0	
M-R: Office of the Inspector General	1001-836-001-00-3-01	Travel	\$1,016	\$0	A
	1001-836-001-00-3-07	Printing	\$1,470	\$0	A
	1001-836-001-00-3-11	Rental of Business Machines	\$1,666	\$0	A
	1001-836-001-00-3-20	In-Service Training	\$2,032	\$0	A
	1001-836-001-00-3-26	Other Professional Services	\$15,048	\$0	A
	1001-836-001-00-3-47	Confidential Fund Expenditure	\$53,150	\$0	A
	1001-836-001-00-4-01	Motor Vehicle Fuels and Lubricants	\$1,954	\$0	A
	1001-836-001-00-4-02	Office Supplies	\$3,256	\$0	A
	1001-836-001-00-4-14	Food for Human Consumption	\$1,425	\$0	A
	1001-836-001-00-6-01	Data Analytics System	\$75,000	\$75,000	A
	Total		\$156,017	\$75,000	
Orphans' Court	1001-817-001-00-5-01	Office furniture and creation of a court website	\$16,000	\$0	B
	Total		\$16,000	\$0	

MINUTES

BBMR - cont'd

Agency	Account Number	Purpose	Request	Recommend	Category
Public Works	1001-660-001-00-3-18	Internal Control Assessment and Monitoring Projects	\$250,000	\$0	B
	1001-660-001-00-3-26	Command Center Construction/ Security Cameras centralization	\$75,000	\$0	B
	1001-663-006-00-3-16	Upgrade of citizen drop-off center	\$1,500,000	\$0	B
	1001-676-006-00-3-26	Moving expenses - Office of Boards and Commissions	\$25,000	\$0	B
	Total		\$1,850,000	\$0	
Recreation and Parks	1001-648-005-00-3-26	Support for Private Operators	\$293,000	\$0	B
	1001-648-005-00-7-01	Support for Scholarships Program	\$200,000	\$200,000	A
	1001-648-017-00-3-16	Maintenance and Repair of Real Property	\$210,000	\$0	A
	1001-648-017-00-3-16	Maintenance and Repair of Real Property	\$270,000	\$0	A
	1001-654-002-00-3-26	Tree survival program	\$200,000	\$0	B
	Total		\$1,173,000	\$200,000	
State's Attorney	1001-115-001-00-1-01	Grant Supplement	\$150,000	\$0	B
	1001-781-001-00-3-26	Filing Modernization	\$150,000	\$0	B
	1001-781-002-00-5-01	IT Equipment	\$200,000	\$0	B
	Total		\$500,000	\$0	
Sheriff's Office	1001-882-001-00-6-03	GPS Technology	\$30,000	\$0	B
	1001-882-001-00-6-03	Technology Upgrade	\$15,000	\$0	B
	1001-882-001-00-6-04	Mobile Command Center	\$140,000	\$0	B
	1001-882-001-00-6-07	Training Equipment	\$15,000	\$0	B
	1001-882-001-00-6-08	Security Enhancement	\$30,000	\$0	B
	Total		\$230,000	\$0	
Grand Total			\$11,158,792	\$3,431,709	

Category A = Funds originally appropriated for such a purpose.

Category B = Funds **NOT** originally appropriated for such a purpose.

MINUTES

BBMR - cont'd

2013 FISCAL YEAR
CONTINGENT FUND
RECOMMENDED TRANSFERS

Fiscal 2013 Appropriation	\$508,000.00
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Recommended Transfers:

Liquor License Board	\$189,995.00
Office of Civil Rights	\$ 2,852.00

Final Balance June 30, 2013	\$315,153.00
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A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest. Her correspondence has been sent to the appropriate agency and/or committee which will respond directly to Ms. Trueheart.

UPON MOTION duly made and seconded, the Board approved the carryover of unexpended appropriations for Fiscal Year 2013 for various City agencies. The Mayor **ABSTAINED** on only Mayoralty Related and Liquid Board items.

Kim A. Trueheart

July 30, 2013

Board of Estimates
Attn: Clerk
City Hall, Room 204
100 N. Holliday Street,
Baltimore, Maryland 21202

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and failure to capitalize on strategic investment opportunities in our youth by the Mayor of Baltimore City and the various Departments and Agencies under her leadership and direction.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self
2. What the issues are:
 - a. Pages 24, Bureau of the Budget and Management Research - Carryover of Unexpended Appropriations for 2013, if approved:
 - i. Highlights the fact that "there remains an estimated unassigned General Fund balance of \$6,000,000.00." along with carryovers, reserves and transfers totaling more than \$3.4M;
 - ii. Fails to utilize the excess funds in Category B to satisfy emergent, funding priorities outlined by Baltimore citizens during this most recent budget planning process for FY 2014, when these uncommitted, available funds could be reallocated to meet these priorities;
 - iii. Allocates millions of our scarce municipal funds for seemingly frivolous wants;
 - iv. Fails to consider the lost opportunity costs associated with the continued DISS-Investment in our growing underserved youth population;
 - v. Continues to further the FLAWED budgetary priorities of this seemingly self serving, special interest focused and highly politically motivated administration.
 - vi. Please provide access to review the details of the plan for the \$6M estimated unassigned General Fund balance.
3. How the protestant will be harmed by the proposed Board of Estimates' action: The funds proposed to satisfy Category B expenditures will exacerbate an already untenable DISS-Investment in Baltimore's most precious resource, our youth. As a citizen I am significantly impacted by our underserved youth, who because they observe the lack of concern for and investment in their positive development, make everyday life choices which often result in grave harm to others, as evidenced by my own family tragedies.

Email: ktrueheart@whatits.net

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

Bureau of Water and Wastewater - Amendment No. 1 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 1 to agreement with Hazen & Sawyer, P.C. under Project No. 1116HS, Wastewater Engineering Services for Improvements of the Jones Falls Sewershed Collection System. The original agreement will expire on August 18, 2015.

AMOUNT OF MONEY AND SOURCE:

\$179,268.41 - 9956-907643-9551-900020-702064

BACKGROUND/EXPLANATION:

On August 18, 2010, the Board approved the original agreement in the amount of \$1,500,000.00 with Hazen & Sawyer, P.C. to provide engineering services for the design of recommended improvements in the Upper Jones Falls and Maryland Avenue Sub-Sewershed, in compliance with Paragraph 9 of the Wet Weather Consent Decree for a period of five years.

This amendment no. 1 to the agreement will increase the award by \$179,268.41 to allow Hazen & Sawyer, P.C. to provide additional design services including preparation of right-of-entry forms, consent forms and accompanying exhibits for over 500 impacted properties. The consultant will also design additional improvements to sanitary house connections after subsequent reviewing of the CCTV videos, including field investigations. In addition, Hazen & Sawyer, P.C. will prepare utility permits, prepare additional exhibits for the public outreach materials, and additional tasks associated with re-advertisement of the contract.

Hazen & Sawyer, P.C. was originally approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission.

MINUTES

BW&WW - cont'd

MBE/WBE PARTICIPATION:

Hazen & Sawyer, P.C. will continue to comply with all terms and conditions of the MBE/WBE programs, in accordance with Baltimore City Code, Article 5, Subtitle 28.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment no. 1 to agreement with Hazen & Sawyer, P.C. under Project No. 1116HS, Wastewater Engineering Services for Improvements to the Jones Falls Sewershed Collection System.

MINUTES

Bureau of Water and Wastewater - Amendment No. 1 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 1 to agreement with KCI Technologies, Inc. for contract SC 882, Enhanced Nutrient Removal (ENR) at Back River Wastewater Treatment Plant, Project 2 - Design of Activated Sludge Plant No. 4. The amendment no. 1 to agreement extends the period of the agreement for six months through May 22, 2014, or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

On November 23, 2011, the Board approved the agreement for two years. Delays were experienced during the design of S.C. 882, Activated Sludge Plant No. 4 to accommodate for the design of SC 877, the first ENR project which is in close proximity on the plant site and has certain elements of the design inter-related. Also additional work required the Storm Water Management design to comply with the new Maryland Department of the Environment regulations. The amendment will allow the consultant to provide Bid Phase Services, prepare conformed drawings and specifications, and accommodate the final invoicing period.

MBE/WBE PARTICIPATION:

The consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and MBE and WBE goals established in the original agreement.

APPROVED FOR FUNDS BY FINANCE**AUDITS NOTED THIS NO-COST TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of amendment no. 1 to agreement with KCI Technologies, Inc.

MINUTES

Bureau of Water Wastewater - Task Assignments

The Board is requested to approve and authorize the various task assignments under Project 1302, On-Call Project Management and Inspection Services for the indicated Sanitary Contract to the following consultants:

	<u>Consultant</u>	<u>Task No.</u>	<u>Amount</u>
1.	LOUIS BERGER WATER SERVICES, INC.	001	\$1,422,657.96

The consultant will provide management and construction services for SC 845 - Nitrification Filters & Related Work for Enhanced Nutrient Removal at the Patapsco Wastewater Treatment Plant. The duration of this task is 20 months.

Account: 9956-905527-9551-900010-705032

2.	LOUIS BERGER WATER SERVICES, INC.	002	\$ 190,408.47
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The consultant will provide management and construction inspection services for SC 852R - Denitrification Filters and Related Work for the Enhanced Nutrient Removal at the Patapsco Wastewater Treatment Plant. The duration of this task is five months.

Account: 9956-910533-9551-900010-705032

3.	LOUIS BERGER WATER SERVICES, INC.	003	\$ 130,628.39
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The consultant will provide management and construction inspection services for On-Call Project Management and Inspection Services for SC 855 - Enhanced Nutrient Removal Modifications to Existing Facilities at the Patapsco Wastewater Treatment Plant. The duration of this task is four months.

Account: 9956-904529-9551-900020-705032

MINUTES

Bureau of Water Wastewater - cont'd

	<u>Consultant</u>	<u>Task No.</u>	<u>Amount</u>
4.	LOUIS BERGER WATER SERVICES, INC.	004	\$143,261.16

The consultant will provide construction inspection services for SC 879 - Improvements to the GRD Branch in High Level Sewershed. The duration of this task is 10 months.

Account: 9956-910624-9551-900020-705032

5.	LOUIS BERGER WATER SERVICES, INC.	006	\$427,502.94
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The consultant will provide project management and construction services for SC 8526, Sludge Digester Facilities at the Back River Wastewater Treatment Plant. The duration of this task is 12 months.

Account: 9956-907526-9551-900020-705032

6.	LOUIS BERGER WATER SERVICES, INC.	007	\$426,426.84
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The construction inspection services for SC 931 - Rehabilitation and Improvements to Sanitary Servers at various locations. The duration of this task is 24 months.

Account: 9956-906342-9551-900020-705032

7.	LOUIS BERGER WATER SERVICES, INC.	008	\$111,261.13
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The consultant will provide project management and construction inspection services for SC 829 - Primary Settling Tanks at the Back River Wastewater Treatment Plant. The duration of this task is seven months.

Account: 9956-904561-9551-900020-705032

MINUTESBureau of Water Wastewater - cont'd

The Board is requested to approve and authorize the various task assignments under Project 1301, On-Call Project Construction Management Assistance to the following consultants:

	<u>Consultant</u>	<u>Task No.</u>	<u>Amount</u>
8.	RUMMEL, KLEPPER & KAHL, LLC	003	\$ 174,459.80

The consultant will provide inspection services for WC 1261 - Urgent Need Water Infrastructure Rehabilitation. The duration of this task is one year.

Account: 9960-910720-9557-900020-705032

9.	RUMMEL, KLEPPER & KAHL, LLC	005	\$ 128,339.67
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The consultant will provide construction management services for SC 917 - Television Inspection, Cleaning and Lining Sanitary Sewers using Cured-In Place Pipe. The duration of this task is one year.

Account: 9956-910859-9551-900020-705032

10.	RUMMEL, KLEPPER & KAHL, LLC	010	\$1,105,308.88
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The consultant will provide inspection services for SC 845 - Nitrification Filters & Related Work for Enhanced Nutrient Removal at the Patapsco Wastewater Treatment Plant. The duration of this task is 22 months.

Account: 9956-905527-9551-900010-705032

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved the various task assignments under Project 1302, On-Call Project Management and Inspection Services.

MINUTES

Bureau of Water and Wastewater (BW&WW) - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with Johnson, Mirmiran and Thompson, Inc., for Project No. 1182J, On-Call Environmental Engineering Services. The period of the agreement is effective upon Board approval for two years or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$750,000.00 - Upset Limit

BACKGROUND/EXPLANATION:

The Consultant will provide environmental engineering services which will include studies, design, post award services, and related services for the repair, maintenance and new construction of facilities managed by the Environmental Services Division of Baltimore City. The requests for any engineering services will be made on an as needed basis. The cost of services rendered will be based on a not to exceed negotiated price for each task assigned. The Department of Audits and MWBOO will review each task for compliance with the original agreement. The Consultant was approved by the Office of Boards and Commissions and the Architectural Engineering Awards Committee.

MBE/WBE PARTICIPATION:

MBE:	Dhillon Engineering, Inc.	\$ 37,500.00	5.00%
	Shah & Associates, Inc.	75,000.00	10.00%
		<u>\$112,500.00</u>	<u>15.00%</u>
WBE:	The Robert B. Balter Co.	\$ 15,000.00	2.00%
	Carroll Engineering, Inc.	52,500.00	7.00%
	M&N Engineering & Diving Services, Inc.	7,500.00	1.00%
		<u>\$ 75,000.00</u>	<u>10.00%</u>

MINUTES

BW&WW - cont'd

MWBOO FOUND VENDOR IN COMPLIANCE.

AUDITS NOTED THIS ON-CALL AGREEMENT AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with Johnson, Mirmiran and Thompson, Inc., for Project No. 1182J, On-Call Environmental Engineering Services.

MINUTES

Department of Transportation (DOT) - Task Assignments

The Board is requested to approve the assignment of various tasks, under Project 1161, On-Call Construction Management Services to the Consultants:

<u>Consultant</u>	<u>Task No.</u>	<u>Amount</u>
1. LOUIS BERGER WATER SERVICES, INC.	09	\$121,927.47

Account: 9950-904208-9514-900010-705032

This consultant will provide a Construction Inspector for Charles Street during the construction phase.

2. LOUIS BERGER WATER SERVICES, INC.	16	\$ 47,693.38
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Account: 9950-902335-9527-900020-705032

This consultant will provide constructability review of various construction contract documents, change/claim analysis, staff augmentation for field inspection and other project management services that pertain to the DOT's roadway reconstruction and streetscape projects.

3. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 47,693.38	9950-903293-9528	9950-902335-9527-5
MVR	Construction Res.	Inspection
	East Baltimore	EBDI Life Sciences
	Develop., Init.	

This transfer will provide funds to cover costs associated with Task No. 16, assigned to Louis Berger Water Services, Inc. in the amount of \$47,693.38.

4. RUMMEL, KLEPPER & KAHL, LLC	13	\$187,781.41
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Account: 9960-906623-9557-900020-703032	\$ 93,890.70
9950-904327-9527-900010-705032	\$ 93,890.71

This consultant will provide a Construction Manager for the Baltimore City DOT projects that includes Broening Highway and Parcel D Phase III.

MINUTES

DOT - cont'd

	<u>Consultant</u>	<u>Task No.</u>	<u>Amount</u>
5.	STV, INC./PB AMERICAS (JOINT VENTURE)	15	\$127,367.58

Account: 9950-902256-9508-900010-705032

This consultant will provide construction inspection services provided by Senior Inspectors for TR 08310, Central Avenue and other DOT Projects.

6.	STV, INC./PB AMERICAS (JOINT VENTURE)	16	\$149,655.52
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This consultant will provide construction inspection services provided by Senior Construction Inspectors for TR 08310, Central Avenue and other DOT Projects.

MBE/WBE PARTICIPATION:

The Consultants will comply with the MBE and WBE goals established in the original agreement.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved the assignment of the foregoing tasks under Project 1161, On-Call Construction Management services. The Transfer of Funds was approved SUBJECT to receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter.

MINUTESDepartment of Transportation (DOT) - Task Assignments

The Board is requested to approve the assignment of various tasks, under Project 1162, On-Call Reconstruction and Resurfacing Projects to the Consultants.

<u>Consultant</u>	<u>Task No.</u>	<u>Amount</u>
1. CENTURY ENGINEERING, INC.	08	\$ 8,099.76
Account: 9950-906855-9514-900010-705032		\$ 4,049.88
9950-900854-9514-900010-705032		\$ 4,049.88

This consultant will provide Post-Award and construction phase services for traffic signal reconstruction at the intersection of Moravia Road and Sinclair Lane; Baker Street and Bentalou Street; US 40 (Baltimore National Pike) and Edmondson Avenue; and US 40 (Edmondson Avenue) and Cooks Lane/Old Orchard Road. The scope of services includes, but is not limited to: 1) Phase support for the traffic signal at Moravia Road and Sinclair Lane; 2) oversight and coordination; 3) monthly progress reports; 4) preparation of designs for traffic signal, interconnect, and signing and pavement marking modifications for four intersections as a part of roadway resurfacing work; 5) mast arm-mounted signal infrastructure; 6) new LED signal heads; and 7) upgraded ADA compliant pedestrian ramps.

2. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 8,099.76	9950-944002-9507	
Federal	Constr. Reserve	
	Reserve for Closeouts	
1,215.00	9950-903550-9509	
<u>GF (HUR)</u>	Constr. Reserve	
\$ 9,314.76	Neighborhood Street	
	Reconstruction	

MINUTES

DOT - cont'd

TRANSFER OF FUNDS - cont'd

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 4,657.38	-----	9950-906855-9514-5 Inspection - Federal Resurfacing Highways - NE I
<u>4,657.38</u>	-----	9950-900854-9514-5 Inspection - Federal Resurfacing Highways - SE IV
\$ 9,314.76		

This transfer will cover the costs associated with Task No. 8, under Project No. 1162 to Century Engineering, Inc., in the amount of \$8,099.76.

<u>Consultant</u>	<u>Task No.</u>	<u>Amount</u>
3. CENTURY ENGINEERING, INC.	09	\$77,729.40
Account: 9950-906855-9514-900020-703032		\$38,864.70
9950-900854-9514-900020-703032		\$38,864.70

This consultant will provide traffic signal reconstruction designs for the intersections at Moravia Road and Sinclair Lane; Baker Street and Bentalou Street; US 40 (Baltimore National Pike) and Edmondson Avenue; and US 40 (Edmondson Avenue) and Cooks Lane/Old Orchard Road. The scope of services includes, but is not limited to: 1) Redesigning the signal at Moravia Road and Sinclair Lane; 2) utility designation services for the four above-mentioned intersections; 3) base plan creation and update; 4) signal plan preparation; 5) special Provisions and estimates; 6) meetings; and 7) schedule.

MINUTES

DOT - cont'd

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 89,388.80	9950-903550-9509	
GF (HUR)	Constr. Reserve	
	Neighborhood Street	
	Reconstruction	
\$ 44,694.40	-----	9950-906855-9514-3
		Design & Study
		Federal Resurfacing
		Hwys - NE I
<u>44,694.40</u>	-----	9950-900854-9514-3
\$ 89,388.80		Design & Study
		Federal Resurfacing
		Hwys - SE IV

This transfer will cover the costs associated with Task No. 9, under Project No. 1162 to Century Engineering, Inc., in the amount of \$77,729.40.

<u>Consultant</u>	<u>Task No.</u>	<u>Amount</u>
5. CENTURY ENGINEERING, INC.	10	\$24,638.54
Account: 9950-906855-9514-900020-703032		\$12,319.27
9950-900854-9514-900020-703032		\$12,319.27

This authorization provides for engineering services for the design of 19 ADA compliant ramp designs at various locations throughout Baltimore City as well as project oversight and management.

MBE/WBE PARTICIPATION:

The Consultants will comply with the MBE and WBE goals established in the original agreement.

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

MINUTES

DOT - cont'd

6. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 28,334.32	9950-903550-9509	
GF (HUR)	Constr. Reserve	
	Neighborhood Street	
	Reconstruction	
\$ 14,167.16	-----	9950-906855-9514-3
		Design & Study
		Federal Resurfacing
		Hwys - NE I
<u>14,167.16</u>	-----	9950-900854-9514-3
\$ 28,334.32		Design & Study
		Federal Resurfacing
		Hwys - SE IV

This transfer will cover the costs associated with Task No. 10, under Project No. 1162 to Century Engineering, Inc., in the amount of \$24,638.54.

The Board is requested to approve the task assignments under various projects.

<u>Consultant</u>	<u>Task No./Project</u>	<u>Amount</u>
7. STV, INC.	Task No. 13, Project No. 1113, On-Call Services for Federal Aid Resurfacing and Reconstruction	\$ 30,034.39

Account: 9950-909710-9514-900020-703032

This authorization provides for design engineering services in accordance with Kent Street Transit Plaza and Pedestrian Corridor. The scope of work includes the redesign of the Kent Street Transit Plaza and Pedestrian Corridor. The revisions will eliminate the proposed conduit system that

MINUTES

DOT - cont'd

was previously designed and included the contract documents. The existing overhead facilities will be kept in place and the contract plans will be revised to accommodate them. The sub-consultant will revise the 100% Erosion & Sediment Control (ES&C) plans, limits of disturbance (LOD), and cost estimate based on the revised conduit layout. In addition, the consultant will revise the 100% Storm Water Management (SWM) plans and SWM report based on the reviewed LOD for E&SC.

DBE PARTICIPATION:

The consultant will comply with Title 49 Code of Federal Regulations, Part 26 and the DBE goal established in the original agreement.

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

8. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 30,034.39 GF (HUR)	9950-903550-9509 Construction Res. Neighborhood Street Reconstruction	9950-909710-9514-3 Design & Study Kent Street Transit & Pedestrian Corridor Plaza

This transfer will provide funds to cover costs associated with Task No. 13, Project No. 1113 assigned to STV, Inc. in the amount of \$30,034.39.

9. STV, INC.	Task No. 5 Project 1135, On-Call Consultant Services Federal Aid Bridges	\$ 67,648.55
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This authorization provides for a value engineering study of the project specification and estimates documents for the reconstruction of Bridge No. BC 2202, carrying

MINUTESDOT - cont'd

Edmondson Avenue (US 40) and the MTA's proposed Redline over Gwynns Falls and the CSX within the City. The consultant will be responsible for developing and providing a Certified Value Engineering Specialist to perform the study.

DBE PARTICIPATION:

The consultant will comply with Title 49 Code of Federal Regulations, Part 26 and the DBE goals established in the original agreement.

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

10. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$67,648.55	9950-903315-9507	9950-902315-9506-3
State	Constr. Res.	Design & Study
Constr. Loan	Edmondson Ave.	Edmondson Ave.
	Bridge Painting	Bridge over CSX

This transfer will provide funds to cover costs associated with Task No. 5, under Project 1135 assigned to STV, Inc. in the amount of \$67,648.55.

UPON MOTION duly made and seconded, the Board approved the assignment of the foregoing tasks, under Project 1162, On-Call Reconstruction and Resurfacing Projects to the listed Consultants. The Transfers of Funds were approved SUBJECT to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter.

MINUTES

Department of Transportation - Partial Release of Retainage Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a partial release of retainage agreement with John W. Brawner Contracting Company, Inc. for Contract No. TR 10001R.

AMOUNT OF MONEY AND SOURCE:

\$71,961.14 - 9960-906627-9557-000000-200001

BACKGROUND/EXPLANATION:

All work on Contract No. TR 10001R is substantially completed, and all punch list items are complete. The contractor has requested a partial release of retainage in the amount of \$71,961.14. The City holds \$73,961.14 in retainage. The remaining \$2,000.00 is sufficient to protect the interests of the City.

MBE/WBE PARTICIPATION:

John W. Brawner Contracting Company, Inc. has demonstrated a good faith effort towards achieving both the MBE and WBE goals.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the partial release of retainage agreement with John W. Brawner Contracting Company, Inc. for Contract No. TR 10001R.

MINUTES

Department of Transportation - Traffic Mitigation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a traffic mitigation agreement through the Department of Transportation and CBAC Borrower, LLC. The period of the agreement will commence upon Board approval and termination will be deemed in writing by the Department of Transportation.

AMOUNT OF MONEY AND SOURCE:

\$795,055.85 - 9950-909084-9512-000000-490375
(Revenue)

BACKGROUND/EXPLANATION:

On November 11, 2006, Baltimore City Ordinance 06-345 was approved, which determined that a Traffic Impact Study was required for development. The developer proposes to perform the Scope of Work for Horseshoe Casino Baltimore located at 1525 Russell Street to construct a casino building of approximately 315,710 square feet and a garage with approximately 3,400 parking spaces and a service building of approximately 14,095 square feet.

The developer agrees to make a one-time contribution in the amount of \$795,055.85 to fund the City's multimodal transportation improvements in the South Baltimore Middle Branch Zone, Subzone A.

President: "Madam Mayor?"

Mayor: "Thank you all very much. Thank --"

President: "Okay"

Mayor: "So, I want to thank the President for allowing me to go out of order very briefly. Uh, today we are particularly grateful for an outstanding partnership between the City of Baltimore and CBAC Gaming, or Caesar's Entertainment. I want to

MINUTES

acknowledge Chad Barnhill, uh, who is here, Baltimore City Vice-President and General Manager for Horseshoe Baltimore. Thank you for being here. We know that the new Horseshoe Baltimore casino presents a tremendous opportunity for us to create good jobs and careers for hundreds of Baltimore City residents and we want to make sure that our local job seekers know about it and are prepared and have access to these important employment opportunity, opportunities, and that's why I'm very excited to announce this morning, that in partnership with CBAC, we have hired a full-time, dedicated recruitment coordinator for Horseshoe Baltimore. This, uh, position, funded through Caesar's, is, uh, will enable us to promote our shared commitment to local hiring. It is my pleasure to introduce Kanika Feaster, if you could stand, who will be working directly with our Office of Employment Development, Karen you can stand, Ms. Sitnick, I'm sorry, you can stand, and CBAC Gaming to seek out qualified City residents to fill the seventeen hundred positions at the gaming facilities. Welcome on Board, uh, Ms. Feaster. Uh, she'll have access to all the business services and job seeker resources at MOED to enable her to roll out a comprehensive community and recruitment plan, in addition to hosting casino employment information sessions to provide citizens with details about the types of jobs that would be

MINUTES

available, the employment requirements, the salaries, the hours and all of the shifts that are available. She, Miss Feester, is going to organize job readiness, online applications and digital interviewing prep workshops at our one-stop career centers, community job hubs, and other community locations. Beginning in early 2014, the online application process will be up and running for service, for dealers, for hostesses, cocktail waitresses, security porters, and valets, just to name a few, so I want to thank you both very much, and welcome onboard. Currently CBAC is seeking to fill a number of key positions, including a Human Resources Vice-President position, a Director of table games, and a Manager for Marketing, Financing, and Slots. So please join me in welcoming Miss Feester, a Baltimore City resident -- WOOP WOOP -- with outstanding experience in job recruitment training, and supervision as the Horseshoe Casino Baltimore Recruitment Coordinator. (Applause) We're very proud that Baltimore can work together to achieve our goals through this valuable public/private partnership. Thank you again, Chad. Uh, if you'd like any information uh, today, about the open positions, you can go directly to caesars.com/baltimore/caesars. Thank you both very much, both of you and thank you Chad as well."

MINUTES

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the traffic mitigation agreement through the Department of Transportation and CBAC Borrower, LLC.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

- | | | |
|-----------------------------|-------------|----------|
| 1. C & T PAINTING CO., INC. | \$ 3,975.00 | Increase |
|-----------------------------|-------------|----------|
- Solicitation No. 07000 - Painting for Various Recreation Centers - Department of Recreation and Parks - Req. No. R629897

On April 12, 2013, the City Purchasing Agent approved the initial award in the amount of \$22,860.00. On May 6, 2013, the Board approved an increase in the amount of \$1,350.00. This increase in the amount of \$3,975.00 will make the award amount \$28,185.00 and is for the period April 12, 2013 through April 11, 2014.

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|-------------------------------------|-------------|---------|
| 2. KAPLAN EARLY
LEARNING COMPANY | \$11,459.95 | Renewal |
|-------------------------------------|-------------|---------|
- Solicitation No. 08000 - Devereux Web-Based Software and License - Mayor's Office of Human Services-Head Start - Req. No. R635933

On August 31, 2011, the Board approved the initial award in the amount of \$10,368.45. The award contained four 1-year renewal options. On July 31, 2012, the Board approved the first renewal in the amount of \$11,164.95. This renewal in the amount of \$11,459.95 is for the period September 1, 2013 through August 31, 2014, with two 1-year renewal options remaining.

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|------------------------|-------------|---------|
| 3. LYNN PEAVEY COMPANY | \$ 9,000.00 | Renewal |
|------------------------|-------------|---------|
- Solicitation No. B50001600 - Evidence Tape - Police Department - Req. No. R552781

On September 1, 2010, the Board approved the initial award in the amount of \$9,000.00. The award contained five 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$9,000.00 is for the period September 1, 2013 through August 31, 2014, with two 1-year renewal options remaining.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

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|---|-------------|-----------------|
| 4. COOPER WILLIAMS, V.M.D. | \$ 8,000.00 | Selected Source |
| Solicitation No. 06000 - Veterinary Services - Police Department - Req. No. R582389 | | |

On August 12, 2011, the Board approved the initial award in the amount of \$8,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. This renewal is for the period August 11, 2013 through August 10, 2014, with one 1-year renewal option remaining.

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| 5. CHRIS CHAFFMAN DBA
CHAFFMAN FARRIER SERVICES | \$17,280.00 | Renewal |
| Solicitation No. B50002583 - Farrier Blacksmith Services for Large Horses - Police Department - Req. No. R610562 | | |

On September 12, 2012, the City Purchasing Agent approved the initial award in the amount of \$17,280.00. The award contained two 1-year renewal options. This renewal in the amount of \$17,280.00 is for the period September 10, 2013 through September 9, 2014, with one 1-year renewal option remaining.

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|---|-------------|-------------|
| 6. BENTLEY SYSTEMS | \$42,279.36 | Sole Source |
| Solicitation No. 08000 - Bentley WaterCAD - Department of Public Works - Req. No. R630299 | | |

This is for the procurement of WaterCAD software licenses. Bentley Systems, Inc. is the original software developer (OSD) and the sole provider of the required software licenses. The vendor has agreed to bill the City per the GSA schedule contract for IT products. The period of the award is August 14, 2013 through August 13, 2016.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

- | | | |
|---|--------------------|------------------------|
| 7. <u>GARTNER, INC.</u> | <u>\$33,800.00</u> | <u>Selected Source</u> |
| Solicitation No. 06000 - Gartner Membership - Mayor's Office of Information Technology - Req. No. R635622 | | |

This is for the procurement of Gartner Membership, which would provide access to Gartner's unique IT library which will assist MOIT in strategic planning, service improvements, and risk mitigation. A selected source award is recommended. The period of the award is August 14, 2013 through August 13, 2014.

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| 8. <u>CUMMINS POWER SYSTEMS, LLC</u> | <u>\$24,000.00</u> | <u>Renewal</u> |
| Solicitation No. B50001550 - OEM Parts and Service for Onan and Cummins Generators - Department of General Services, Fleet Management - P.O. P514551 | | |

On August 18, 2010, the Board approved the initial award in the amount of \$24,000.00. The award contained two 1-year renewal options. On February 8, 2012, the Board approved an increase in the amount of \$24,000.00. This renewal in the amount of \$24,000.00 is for the period August 24, 2013 through August 23, 2014, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

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| 9. <u>WALTERS RELOCATIONS, INC.</u> | <u>\$ 0.00</u> | <u>Extension</u> |
| Solicitation No. B50001094 - Moving Services for Lead Abatement Program - Health Department - P.O. No. P509951 | | |

On August 12, 2009, the Board approved the initial award in the amount of \$133,929.00. The award contained three 1-year renewal options. Subsequent actions have been approved. An extension is necessary to allow time for a new solicitation to be competitively bid and awarded. This extension in the amount of \$0.00 is for the period August 12, 2013 through October 31, 2013.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

MWBOO SET GOALS OF 10% MBE AND 0% WBE.

MBE: James Johnson dba J&J Moving and Hauling	\$10,220.00 (15%)
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MWBOO has reviewed the submitted MBE/WBE participation.

MWBOO FOUND VENDOR IN COMPLIANCE.

10. TOTAL ENVIRONMENTAL

CONCEPTS, INC.	\$1,000,000.00	Increase
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Solicitation No. B50001887 - Inspection, Testing, Repair, Maintenance and Installation Services for Under Ground (UST) and Above Ground (AST) Storage Tanks - Department of General Services, Fleet Management - P.O. No. P517187

On May 25, 2011, the Board approved the initial award in the amount of \$500,000.00. On June 4, 2012, the City Purchasing Agent approved an increase in the amount of \$50,000.00. On July 11, 2012, the Board approved an increase in the amount of \$1,000,000.00. Due to increased usage an increase in the amount of \$1,000,000.00 is necessary. This increase in the amount of \$1,000,000.00 will make the total award amount \$2,550,000.00. The contract expires July 25, 2014.

MWBOO SET GOALS OF 5% MBE AND 8% WBE.

MWBOO has reviewed the submitted MBE/WBE participation.

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

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| 11. SKALAR, INC. | \$ 25,000.00 | Renewal |
|------------------|--------------|---------|
- Solicitation No. 08000 - Skalar Consumable Parts - DPW, Bureau of Water and Wastewater - P.O. P517926

On August 10, 2011, the Board approved the initial award in the amount of \$48,472.50. The award contained two 1-year renewal options. On July 11, 2012, the Board approved the first renewal in the amount of \$0.00. This final renewal in the amount of \$25,000.00 is for the period August 18, 2013 through August 17, 2014.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MWBOO GRANTED A WAIVER.

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|-----------------------------|---------------|---------|
| 12. ALBAN TRACTOR CO., INC. | \$ 600,000.00 | Renewal |
|-----------------------------|---------------|---------|
- Solicitation No. 08000 - O.E.M. Parts and Service for Caterpillar Equipment - Department of General Services, Fleet Management Division - P.O. P510078

On September 2, 2009, the Board approved the initial award in the amount of \$150,000.00. The award contained two 1-year renewal options. On May 17, 2010, the City Purchasing Agent approved an increase in the amount of \$10,000.00. Subsequent actions have been approved. This final renewal in the amount of \$600,000.00 is for the period September 1, 2013 through August 31, 2014.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

13. BALTIMORE INTERNATIONAL COLLEGE, INC.	\$ 40,000.00	
REGENT DEVELOPMENT CONSULTING, INC.	<u>0.00</u>	
	\$ 40,000.00	Increase

Solicitation No. B50002701 - Relocation Services (Hotels/Motels) - Lead Hazard Reduction Program - Department of Housing & Community Development - P.O. No. P522457

On January 16, 2013, the Board approved the initial award in the amount of \$75,000.00. The award contained two 1-year renewal options. An increase in the amount of \$40,000.00 is required for Baltimore International College, Inc., owner and operator of the Mount Vernon Hotel. This increase will make the award amount \$115,000.00. The contract expires on January 15, 2016, with two 1-year renewal options remaining.

MWBOO GRANTED A WAIVER.

14. MARYLAND INDUSTRIAL TRUCKS, INC.	\$800,000.00	Increase
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Solicitation No 08000 - OEM Parts and Service for Elgin Sweepers and Vactor Sewer Vacs - Department of General Services, Fleet Management - P.O. No. P504159

On October 1, 2008, the Board approved the initial award in the amount of \$1,400,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. Due to increased usage an increase in the amount of \$800,000.00 is necessary. This increase in the amount of \$800,000.00 will make the award amount \$6,900,000.00. The contract expires on November 29, 2013, with no renewal options remaining.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

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| 15. VIDACARE CORPORATION | \$ 81,500.00 | Increase |
| Solicitation No. 08000 - IO Supplies - Fire Department - P.O. No. P522388 | | |

On January 9, 2012, the Board approved the initial award in the amount of \$40,000.00. On July 24, 2013, the City Purchasing Agent approved an increase in the amount of \$18,500.00. Due to increased usage of this intraosseous needle system an increase in the amount of \$81,500.00 is necessary. This increase in the amount of \$81,500.00 will make the award amount \$140,000.00. The contract expires on February 15, 2014.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

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| 16. AGILENT TECHNOLOGIES, INC. | \$ 65,112.09 | Renewal |
| Solicitation No. 08000 - Instrument Maintenance Items - Police Department - P.O. No. P514739 | | |

On September 22, 2010, the Board approved the initial award in the amount of \$15,112.09. The award contained four 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$65,112.09 is for the period September 1, 2013 through August 31, 2014, with two 1-year renewal options remaining.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

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| 17. <u>ENVISTA CORPORATION</u> | <u>\$110,000.00</u> | <u>Renewal</u> |
|--------------------------------|---------------------|----------------|
- Solicitation No. 08000 - Construction Contract Planning and Coordination Services Software Agreement - Department of General Services - Req. No. Various

On September 10, 2008, the Board approved the initial award in the amount of \$45,000.00. The award contained five 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$110,000.00 is for the period September 15, 2013 through September 14, 2014, with one 1-year renewal option remaining.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

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| 18. <u>FRANKLIN MILLER, INC.</u> | <u>\$200,000.00</u> | <u>Sole Source</u> |
|----------------------------------|---------------------|--------------------|
- Solicitation NO. 08000 - Franklin Miller Shredder and Parts - Department of Public Works - Req. No. R635824

An intent to waive competition was advertised (B50003092) with no responses received. Franklin Miller, Inc. is the manufacturer of Franklin Miller Shredder and the only supplier of OEM Parts.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

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| 19. ATLANTIC EMERGENCY SOLUTIONS, INC. | \$2,151,604.00 | Selected Source |
| Solicitation No. 06000 - Pierce DASH CF Pumping Engine Fire Trucks - Department of General Services, Fleet Management - Req. No. R624965 | | |

An intent to waiver competition was posted on CitiBuy (B50003099) and no responses were received. The four units requested are being purchased from a cooperative purchasing contract HGAC, #FS12-11 with the Baltimore Regional Cooperative Purchasing Committee and Houston-Galveston Area Council.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MWBOO GRANTED A WAIVER.

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| 20. INTERSTATE TRUCK EQUIPMENT, INC. d/b/a ITE FIRE APPARATUS | \$600,000.00 | Selected Source/
Agreement |
| Solicitation No. 06000 - OEM Parts and Service for Seagrave Fire Apparatus - Department of General Services, Fleet Management - Req. No. R623803 | | |

The Board is requested to approve and authorize execution of an agreement with Interstate Truck Equipment, Inc., d/b/a ITE Fire Apparatus. The period of the agreement is September 1, 2013 through August 31, 2016, with two 1-year renewal options.

An intent to waive was advertised (B50003002) with no responses received. Interstate Truck Equipment, Inc. is the manufacturer's authorized sales and service representative for the State of Maryland.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

(The agreement has been approved by the Law Department as to form and legal sufficiency.)

MWBBO GRANTED A WAIVER.

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|---|--------------|--------------|
| 21. ADP, INC. | \$211,888.00 | Ratification |
| Solicitation No. 08000 - Dependent Benefit Audit - Department of Human Resources - Req. No. R624497 | | |

The vendor is the sole provider of licensing, maintenance and support of proprietary software for the Automatic Data Processing Human Resources Systems Software and support services in use by the Department of Human Resources to manage benefit data for employees and retirees. The Department of Human Resources requested the vendor to perform a benefit audit of employee dependents being under the mistaken impression the services were included within the current contract. Human Resources received a quote and the vendor began and completed the project before obtaining the required funding. As the vendor is the sole provider of maintaining the required data to be accessed, audited and if required, corrected, it was in the City's best interest to select ADP, Inc. for this project.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

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|---|--------------|---------|
| 22. MILTON S. HERSHEY | \$ 50,000.00 | Renewal |
| MEDICAL CENTER
Solicitation No. 06000 - Multi-Level Medical Air Transportation Services - Health Department - Req. No. R636258 | | |

On August 22, 2012, the Board approved the initial award in the amount of \$50,000.00. The award contained four 1-year renewal options. This renewal in amount of \$50,000.00 is for the period August 22, 2013 through August 21, 2014, with three 1-year renewal options.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MWBOO GRANTED A WAIVER.

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| 23. DATA UNLIMITED | \$600,000.00 | Renewal |
| INTERNATIONAL, INC.
Solicitation No. 08000 - Annual System Support - Police Department - P.O. No. P514480 | | |

On August 18, 2010, the Board approved the initial award in the amount of \$382,747.98. The award contained three 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$600,000.00 will make the award amount \$2,400,000.00 and is for the period August 18, 2013 through August 17, 2014.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

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| 24. THE ASSET STORE, LLC
d/b/a/ OVERSTOCK OUTLET | \$ 30,000.00 | Renewal |
| Solicitation No. B50002014 - Furnish and Deliver Bed Sets
Mattresses, Box Springs, Bed Frames & Mattress Covers - Fire
Department - P.O. No. 517969 | | |

On August 17, 2011, the Board approved the initial award in the amount of \$27,900.00. The award contained two 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$30,000.00 will make the award amount \$102,900.00 and is for the period August 18, 2013, through August 17, 2014.

MWBOO GRANTED A WAIVER.

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|--|--------------|--|
| 25. AVOLVE SOFTWARE
CORP. | \$ 37,080.00 | Ratification and
First Amendment &
Renewal Agreement |
| Solicitation No. 08000 - Software License and Services
Agreement - Department of Housing and Community Development -
Req. Nos. Various | | |

The Board is requested to ratify services provided and authorize execution of the First Amendment and Renewal Agreement with Avolve Software Corp. The renewal period is August 1, 2013 through June 1, 2014.

On September 28, 2011, the Board approved the initial award for the amount of \$257,000.00. On November 02, 2012, the City Purchasing Agent approved an increase for the amount of \$10,569.28.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

Due to an administrative error, the Software Licenses and Services Agreement was not renewed. Following the expiration of the maintenance agreement on June 1, 2013, the Avolve Software Corp. continued to provide technical support consistent with the terms of the maintenance agreement. The Board is requested to authorize execution of the First Amendment and Renewal Agreement, which retroactively exercises the first of four one-year renewal options. The ratification of the first amendment & renewal agreement for the amount of \$37,080.00 will make the total contract amount \$304,649.28.

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

26. VENDORS LISTED BELOW	\$2,000,000.00	Cooperative Contract Increase
Maryland State Contract DoIT - Solicitation No. 060B9800035 - Consulting and Technical Services II (CATS II) - Mayor's Office of Information Technology - Req. Nos. Various The contract expires May 31, 2014.		

On July 11, 2012, the Board approved an initial award, for the amount of \$2,000,000.00 to the 436 qualified vendors chosen as a result of the nationwide solicitation advertised by the Maryland State Department of Information Technology (DoIT) via posting on eMaryland Marketplace and DoIT websites. This increase for the amount of \$2,000,000.00, will make the total contract amount \$4,000,000.00. This contract is for crucial temporary IT consulting and technical services that are beyond the scope of those services available under the City's primary IT staff contract No. B50002831, Enterprise Technology Staffing Support. The Board is requested to approve an increase in funding required due to the need for increased IT services for the vendors listed below:

MINUTES

Bureau of Purchases - cont'd

22nd Century Technologies, Inc.	Aertight Systems, Inc.
A P Ventures, LLC	AETEA Information Technology, Inc.
A&T Systems, Inc.	AIMSTAR Information Solutions, Inc.
Abercrombie & Associates LLC	AINS, Inc.
AboutWeb LLC	AITHERAS, LLC
ABSi Corporation	Ajilon
ABSS Solutions, Inc.	ALENT Technologies, LLC
Accenture	Aligned Development Strategies, Inc. (ADSI)
Acclaim Systems Inc	Alion Science and Technology Corporation
Accounting & Computer Solutions, Inc.	Alliance Technology Group, LLC
ACS State & Local Solutions, Inc.	Allied Technology Group, Inc.
Adsystem, Inc.	Alltech-MD LLC
Advance Digital Systems Inc.	Alpha Technologies Inc. (USA)
Advanced C4 Solutions, Inc.	ALTEK Information Technology, Inc.
Advanced Software Systems, Inc. (ASSYST)	Altimax Solutions LLC
Advantage Industries Inc.	AMDEX Corporation
AEG - DCIS, LLC	Blossom Solutions, Inc
America's Remote Help Desk (Enhanced IP Solutions)	Blue Collar Objects, LLC
Angarai International, Inc.	Blue Sky Management Group
Annapolis Wireless Internet, llc.	Blue Water Media
Apex Systems, Inc.	Bogdan Computer Services, Inc.
Applied Geographics, Inc.	Booz Allen Hamilton Inc.
Applied Quality Communications, Inc.	Bourntec Solutions, Inc. (Mirage Software)
Applied Technology Services, Inc. (ATS)	Business Management Associates, Inc (BMA)
Applied Wireless Local Area Networks, Inc.	Business Solutions Group, Incorporated
Arena Technical Resources, LLC	Cachendo, LLC.
Argin Technologies, LLC	CACI Transformation Solutions Group
ARINC Inc	CAI, Inc. (Computer Aid, Inc)
ARTEL Incorporated	

MINUTES

Ascellon Corporation	Calvert Systems Engineering, Inc.
Astor & Sanders Corporation	Cambridge Systematics Inc.
Astornet Technologies, Inc.	Cambridge Systems Inc.
Audacious Inquiry, LLC	Canton Group, LLC
Auriga Corporation, LLC	Capability Measurement, Inc (Cypress Creek)
Avanade Inc. (Ascentium)	Capital City Technologies, Inc.
Avaya Government Solutions Incorporated	Carter-Lambert Divisions, LLC
Avid Technology Professionals, LLC	CAS Severn, Inc
Avineon, Inc.	Cenden Company
Axis Geospatial LLC	CentreTEK Solutions LLC
Beacon Associates, Inc.	CIBER, Inc.
Berry, Dunn, McNeil & Parker, LLC	Cirdan Group, Inc
BIG-Wireless, LLC	Client Network Services, Inc. (CNSI)
Bithgroup Technologies, Inc.	CMC Americas, Inc.
	CMSES, Inc.
Cogent Systems	Dewberry & Davis LLC
Cognitive Technologies II, Inc.	Diamond Geeks
Coleman Group, Inc	DigiComm Data Solutions, LLC
Columbia Telecommunications Corp.	Digicon Corporation
Communications Electronics, Inc.	Digital Architects, Inc.
CompCamp, Inc.	Digital Infuzion, Inc.
Compliance Corporation	Digital Intelligence Systems Corporation (DISYS)
Computer Sciences Corporation (CSC)	DigiTelLink Corporation
Computer Technologies Consultants, Inc	Diverse Technologies Corporation
Computer Technology Services, Inc.	DK Consulting, LLC
Compuware Corporation	Dye Management Group, Inc.
COMSYS Services LLC	Dynamix Corporation
Comtech LLC	Dynanet Corporation
Connect International, Inc.	Dynaxys LLC
Consultants Consortium, Inc.	e.magination network llc
Converge Networks Corporation	EA Engineering, Science and Technology, Inc.
Convergence Technology Consulting, LLC	Early Morning Software (EMS), Inc.
CoreSphere, LLC.	Elemental Solutions, LLC
Credence Management Solutions, LLC	Elicitek, Inc.
	Elucid Solutions, Inc.
	EMA, Inc
	Embedded Flight Systems, Inc

MINUTES

CSG
Curtis Consulting Corp.
Cybermedia Technologies Inc.
(CTEC)
CYQUENT, Inc.
Daly Computers, Inc.
Dancil-Jones & Associates, Inc.
Data Networks of America, Inc
Data Processing Solutions, Inc.
Data Transformation Corp.
DataNet Systems Corp.
DBTS, Inc.
Defender Technologies Group,
LLC
Dell Marketing, L.P.
Delmock Technologies, Inc.
Deloitte Consulting LLP
Deque Systems, Inc.

Federal Engineering, Inc.
FEI.com, Inc.
Firefly Design, Inc.
First Data Government
Solutions, LP
First Information Technology
Services, Inc
Focus Technology Consulting,
LLC
Focused HR Solutions, LLC
FosterSoft, Inc.
Fox Systems, Inc.
Freedom Consulting Group, LLC
Fugro EarthData, Inc.
G.R. Patel & Associates, Inc.
(GRPA)
Gantech, Inc.
General Dynamics Information
Technology, Inc.
GeographIT (Advanced Technology
Solutions Inc.)
GeoNorth, LLC
GL Communications Inc.
Global Nest, LLC
Global Network Systems of
Maryland, Inc. (GNS)

EMC Corporation (EMC2)
Empower IT
Encore Solutions Inc. (ESI)
Enlightened, Inc.
Enterprise Information
Solutions, Inc.
Enterprise Solutions Realized,
Inc. (ESR)
Enterprise Strategies, LLC
Environmental Systems Research
Institute, Inc. (ESRI)
ERIMAX, Inc.
Exceptional Software
Strategies, Inc.
eXclusive Systems, LLC
Expertech Solutions, Inc.
Fairfax Data Systems, Inc.
FASTech, Inc.

Information Consultants, Inc.
Information Dynamics
International, Inc (IDI)
Information Gateways, Inc.
Information Management
Consultants, Inc. (IMC)
Infotech & Telecom Engineering
Institute (ITTECOM), Inc.
Infotech Enterprises America,
Inc.
Ingenium Corporation
Innotion Enterprises, Inc.
Insystech, Inc.
Integrated Technology
Solutions, Inc.
Intelect Corporation
IntelliDyne, LLC
Interim Business Solutions, LLC
International Business
Machines, Corp. (IBM)
ISmart, LLC
IT Resource Solutions.Net Inc.
IT Total Solutions, Inc.
ITSolutions Net, Inc. formerly
NetStar-1, Inc
IVA Communications, LLC

MINUTES

Group Z, Inc.	IZAR Associates, Inc.
GTSI	Jacob & Sundstrom, Inc.
HCL America Inc.	JANUS Associates, Inc.
Hewlett-Packard Company (HP)	JayPar, Inc.
HIRE Productivity, Inc.	JD Biggs and Associates, Inc.
ICS Nett, Inc.	Jeteak Press
iCUBE Systems, Inc.	JHM Research and Development
Idea Integration Corp.	Inc
IDP, LLC (Intrusion Detection	Johnson, Mirmiran & Thompson,
Prevention)	Inc. (JMT)
IIC Technologies Inc.	KCI Technologies, Inc.
Imadgen, LLC	Kerr Company, LLC
Index Group Inc.	Kinsail Corporation
Infiniti Telecom &	Knowlogy Corporation
Technologies, Inc. (Infiniti	Kutti Tech, Inc.
Staffing)	L-3 Services, Inc.
Info-Matrix Corporation	L. Robert Kimball & Associates,
INFOJINI, INC	Inc.
Information Builders, Inc.	Laurel Consulting Group (LCG
	Systems)
LearnQuest (DPT Consulting	Momentum, Inc.
Group)	Morningtown Group, LLC
Light's Tower Construction Co.,	MS Technologies Corporation
Inc. (LTCC)	MTG Management Consultants, LLC
Line of Sight, LLC	MVS Inc.
LinKIT, LLC	Mythics, Inc.
Location Age, LLC	N-3 Technologies, Inc.
Lockheed Martin Corporation	N-Tegrity Solutions Group, LLC
LoganBritton, Inc.	NARVLE LLC
LogiWare, LLC	Nasir Group, LLC (TNG)
Lore Systems, Inc.	Navigator Management Partners
Macarthur & Baker	LLC
International, Inc. (MBI)	Neo Technologies, Inc.
Macro International Inc.	NERDS, LLC (Network Engineering
Magothy Technology, LLC	& Resources Development
Mainline Information Systems,	Specialists)
Inc.	net.America Corporation
Mansai Corporation	NETWAR DEFENSE CORPORATION
MAR, Incorporated	Network Equipment Sales
Maranatha & Associates, Inc	Network Specialty Group, Inc.
Maricom Systems Incorporated	Networking Institute of
Marjen LLC	Technology, Inc. (NIT)

MINUTES

MasiMax Resources, Inc.	Next Tier Concepts, Inc.
Mathtech, Inc.	NextGen Consulting Inc.
Matrix Systems & Technologies Inc.	NIS Solutions
Maximum Quest Group, Inc.	Noblis, Inc.
Maximus, Inc.	North American Management, Inc. (NAMBCO)
MBL Technologies	Northrop Grumman Information Technology, Inc.
McDuffy & Associates, LTD, Total Customer Care	Oakland Consulting Group, Inc.
Metropolitan Technology Solutions Corp. (MTS)	Obverse, Inc.
Micro Records Company	Ohm Systems, Inc.
Millennia 2000, Inc. (M2K)	OmegaCor Technologies A/K/A Anzi Tech Distributors
Mind Over Machines, Inc	Optimal Solutions and Technologies, Inc. (OST)
Mindseeker, Inc.	
Mindteck, Inc.	
Oshyn Inc.	RedNetworks, Inc
Osiris Solutions, LLC	REI Systems, Inc.
P4 Corporation (P4 Performance Management)	Rescon Inc.
Pailen-Johnson Associates, Inc.	RICOMM Systems, Inc.
Paradigm Info. Tech, Inc	RNR Consulting Inc. (Rahim, Inc.)
Paradyne Management, Inc	Ross Technical Services, Inc (RTGX)
Patriot Technologies Inc.	Roy D. McQueen & Associates, LTD. (RDM)
PC Network Inc.	RTKL Associates, Inc.
Peak Technology Solutions, Inc.	S3, Incorporated (S3 Computer Consulting, Inc.)
Peart-Hannon Consulting Group	Sabre Communications Corporation
Phoenix Group & Assoc. of Maryland, LLC	SAIC (Science Applications International Corp)
Pictometry International Corp.	Sanborn Map Company, Inc.
Planet Technologies, Inc.	Satways, Inc.
Plexus Installations Inc	Savantage Solutions, Inc.
Policy Studies Inc. (PSI)	SCD Information Technology, LLC
Post, Buckley, Schuh, & Jernigan, Inc. (PBS&J)	Sequencing, Inc.
Powersolv, Inc	Seven Seas Technologies, Inc. (S2 Tech)
PPS Information Systems Staffing	Sidus Group, LLC
Preferred Technology Solutions Inc.	Sigman and Summerfield Associates, Inc.
Prism Communications Inc	Sivic Solutions Group, LLC
Pro-Tech Computer Services, Inc.	
Project Consulting Group Inc.	

MINUTES

PSI Pax, Inc	(SSG)
QSACK & Associates, Inc	Skyline Network Engineering,
QST, Inc	LLC
Quality Solutions Inc. (QSI)	SLI Global Solutions, Inc
Quasars, Inc.	Smart Innovative Solutions, LLC
RAM Consulting Corporation	(SIS)
Ravens Group	SNAP, Inc
Raytheon Company / Network	Soft-Con Enterprises, Inc.
Centric Systems	Softek International Inc
RCC Consultants, Inc.	Software Consortium, Inc.
RCR Technology Corporation	Software Performance Systems,
	inc.
Sogeti USA LLC	Telesis Systems, Inc.
Solutions By Design II, LLC	Telvent Farradyne Inc.
(SBD)	Tetra Tech. Inc.
Sona Networks, LLC	The Sharps Solutions Inc.
Spatial Systems Associates,	Theseus Professional Services,
Inc.	LLC
SRA International, Inc.	Thomas & Herbert Consulting,
(Systems Research &	LLC
Applications)	Three Sigma Software. Inc
SSSI (Scientific Systems &	Tidal Technologies Corporation
Software International Corp)	TMD Solutions Inc
ST Net, Inc	TMI Solutions, Inc
Star Communication, Inc	Total Resource Management, Inc
Starry Associates, Inc	Total Voice & Data Solutions
Static Power Conversion	Tracen Technologies, Inc.
Services, Inc.	Triadata Systems, Inc.
SupremeSoft Corporation	Trigyn Technologies, Inc
Sylva Consulting Services, LLC	Trilogy Technical Services, LLC
Sympora Technologies	TriTech Enterprise Systems,
Synectics for Management	Inc.
Decisions, Inc.	TurningPoint Global Solutions,
Synergy Systems & Services,	LLC
Inc.	Unatek, Inc.
SYSCOM, Inc.	Unisys Corporation
System Integration &	Unitech Solutions Inc
Development Inc	United Riggers, Inc.
System Source (Logical	Universal Adaptive Consulting
Ventures)	Services, Inc.
Systems Alliance, Inc.	V Group Inc
Systems Integration, Inc.	Vantix, Inc. (The Pittman
Systems Management and Research	Group)
Inc	Veridyne, Inc.

MINUTES

Systems Support Alternatives,
Inc. (SSA)
TC Enterprises, LLC
TeAM, Inc. (Technology
Automation & Management)
Tech International Corp
Techfirst, Inc
TechGlobal, Inc.
Technetogy LLC
Technical Specialties, Inc.
Teksystems Inc.

VeriSolv Technologies, Inc.
Verizon Business Network
Services, Inc.
VersaTech, Inc.
Vertical Technology Services,
LLC
VICCS, INC.
Victory Global Solutions, Inc.
Vinculum Solutions, Inc. (VSI)
Virtual Link, LLC

Vision Information
Technologies, Inc.
Vision Multimedia Technologies,
LLC
Vision Systems & Technology,
Inc. (VSTI)
Visionary Integration
Professionals, LLC (VIP)
Vitality LLC
VIVA USA INC
VT Aepeco Inc.
Waterfront Technologies, Inc.
Waterman Engineering &
Consulting, LLC (WEC)
Wellfleet Consulting, Inc.
Wells Landers, Inc.
Winbourne & Costas, Inc
Windsor Solutions, Inc.
Wireless Enterprises, Ltd.
Wolf Contractors
Wood Consulting Services, Inc.
World Wide Technology Advanced
Solutions
Worldwide Information Network
Systems, Inc. (WINS)
Xerox Corporation
XRiver Technologies, LLC
York Telecom Corporation
Young Enterprise Systems, Inc.
Zane Networks, LLC
Zekiah Technologies, Inc.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
<u>Bureau of Purchases</u>		
27. ATLANTIC TACTICAL, INC.	\$200,000.00	Renewal
FIRING LINE, INC.	150,000.00	Renewal
	<u>\$350,000.00</u>	

Solicitation No. B50001477 - Ammunition - Police Department and Sheriff's Departments - P.O. Nos. P51475 & P514476

On August 18, 2010, the Board approved the initial award, with a four 1-year renewal option. Subsequent actions were approved. This is the third year of the four 1-year renewal option. The period of the renewal is August 11, 2013 through August 10, 2014, with one renewal remaining.

MWBOO GRANTED A WAIVER.

28. HAY GROUP, INC.	\$ 28,390.00	1 st Amendment to Agreement and Renewal
Solicitation No. B50001398 - Actuarial Valuation Services for Post Employment Benefits - Req. No. R636108		

On June 30, 2010, the Board approved the initial award for two years, with a one 2-year renewal option. This is first of the two, 2-year renewal option. The renewal is for the period July 1, 2013 through June 30, 2015, with one renewal term remaining.

The Board is requested to approve and authorize execution of a first amendment to the agreement. The Hay Group, Inc. requested a modification of the limited liability language in the original agreement with their concurrence to renew this contract.

On July 16, 2009, it was determined that no goals would be set because of no opportunity to segment the contract.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Department of General Services

29. C&W CONSTRUCTION CO.	\$130,123.00	Emergency
CNK ENTERPRISES	13,675.00	Emergency
CAPITAL BELTWAY ENVIRON- MENTAL, LLC	<u>3,850.00</u>	Emergency
	<u>\$147,648.00</u>	

Emergency Repairs & Remediation at the Druid Health Center located at 1515 W. North Avenue - Department of General Services.

On Saturday, May 4, 2013, the DGS was notified by the Health Department that there was interior flooding at 1515 W. North Avenue. Upon arrival, the DGS staff investigated and determined that the water was originating from a toilet on the 1st floor of the facility.

Initially, CNK Enterprises was engaged to assess and begin work. After realizing the extent of damage, C&W Construction Co., who has extensive experience in this type of work, was engaged by the DGS to remediate the damage. The work includes removal of standing water, dehumidification, mold remediation, asbestos removal, HEPA air scrubbers, installing new building materials, and flooring etc. throughout the affected areas of the building. Capital Beltway Environmental, LLC provided air monitoring services during the work.

The Department of Finance Office of Risk Management has been engaged in this project and the Department expects full reimbursement of our costs less a \$5,000.00 deductible.

Pursuant to Baltimore City Charter, Article VI, Section 11(e)(ii), it is certified that this emergency was of such nature that the public welfare would have been adversely affected by waiting approval by the Board of Estimates. The Director of Finance approved this procurement on July 31, 2013.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Department of General Services - cont'd

30. <u>C&W CONSTRUCTION CO., INC.</u>	<u>\$387,400.00</u>	<u>Emergency</u>
<u>Emergency Repairs & Remediation at the Courthouse East</u>		

On Sunday, March 31, 2013, water pipes on the 4th floor of the Courthouse East ruptured, causing extensive damage to the basement and the 1st and 4th floors of the building, including but not limited to courtrooms, Judge's chambers, offices and common space. Due to the extensive damage, including loss of power and environmental concerns, the Courthouse was closed on Monday, April 1, 2013.

C&W Construction Co., who has extensive experience in this type of work, was engaged by the DGS to remediate the damage. The work includes removal of standing water, dehumidification, mold remediation, asbestos removal, HEPA air scrubbers, and installing new building materials, carpeting, electrical, etc. throughout the affected areas of the building.

Pursuant to Baltimore City Charter, Article VI, Section 11(e)(ii), it is certified that this emergency was of such nature that the public welfare would have been adversely affected by waiting approval by the Board of Estimates. The Director of Finance approved this procurement on July 31, 2013.

UPON MOTION duly made and seconded, the Board approved the Informal Awards and Increases to Contracts and Extensions. The Board also approved and authorized execution of the agreement with Interstate Truck Equipment, Inc. d/b/a ITE Fire Apparatus. A Ratification, the 1st Amendment and Renewal Agreement with Avolve Software Corp., and the 1st Amendment to Agreement and Renewal with the Hay Group, Inc. The Comptroller **ABSTAINED** on item no. 26, EA Engineering, only.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works</u>			
1. Brinica Bass	2013 Tri-Assoc. Conference Ocean City, MD Aug. 27 - 30, 2013 (Reg. Fee \$240.00)*	Waste water Utility Fund	\$1,098.00
*The registration fee in the amount of \$240.00 was paid under Expenditure Authorization #EA000122355. The disbursement amount to Ms. Bass will be \$858.00.			
2. Harpreet Singh	2013 Tri-Assoc. Conference Ocean City, MD Aug. 27 - 30, 2013 (Reg. Fee \$240.00)*	Waste Utility Fund	\$1,098.00
*The registration fee in the amount of \$240.00 was paid under Expenditure Authorization #EA000122370. The disbursement amount to Mr. Singh will be \$858.00.			
3. Alla Fradlina	2013 Tri-Assoc. Conference Ocean City, MD Aug. 27 - 30, 2013 (Reg. Fee \$210.00)	Water Utility Fund	\$1,068.00
4. Monica L. Wilson	Examining Conflicts in Employment Law (EXCEL) Conference Denver, CO Aug. 25-30, 2013 (Reg. Fee \$1,543.00)	General Funds	\$3,235.60

MINUTES**TRAVEL REQUEST**Department of Public Works - cont'd

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
5. Alfred H. Foxx	54 th Annual American Public Works Assoc. Int'l Public Works Congress & Expo Chicago, IL Aug. 24-29, 2013 (Reg. Fee \$745.00)	General Funds	\$2,018.50

The Department has prepaid the registration in the amount of \$745.00 on City issued credit card assigned to Ms. Lyque O'Connor. The disbursement to Mr. Foxx will be in the amount of \$1,273.50.

6. Thak Bakhru	ASCE 143 rd Annual Civil Engineering Conference Charlotte, NC October 9 - 12, 2013 (Reg. Fee \$595.00)	Waste- water Utility Eng.	\$1,970.93
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The subsistence for this location is \$144.00 per day; the hotel rate is \$225.00 per night, not including occupancy taxes in the amount of \$34.32 per night. The Department is requesting an additional subsistence of \$81.00 per night to cover the cost of the hotel, as well as \$40.00 per day for meals and incidental expenses.

The Department has prepaid the registration in the amount of \$595.00 on EA000121295. The disbursement to Mr. Bakhru will be in the amount of \$1,375.93.

MINUTES**TRAVEL REQUEST**Department of Public Works - cont'd

	<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
7.	A. Michelle Gabbitas	WEFTEC 2013 86 th Annual Tech. Exhibition Conf. Chicago, IL October 4 - 9, 2013 (Reg. Fee \$847.00)	Waste- water Utility Eng.	\$2,612.80

The subsistence for this location is \$261.00 per day; the hotel rate is \$236.00 per night, not including occupancy taxes. The Department is requesting an additional \$15.00 per day for meals and incidental expenses.

The Department has prepaid the registration in the amount of \$847.00 on EA000120673. The disbursement to Ms. Gabbitas will be in the amount of \$1,765.80.

Department of Human Resources

8.	Ronnie E. Charles	IPMA-HR Annual Conference Las Vegas, NV Sept. 22 - 24, 2013 (Reg. Fee \$679.00)	General Fund	\$1,511.86
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The Department has prepaid the registration in the amount of \$679.00 as well as the airfare in the amount of \$406.70 on a City-issued credit card assigned to Ms. Wanda Carrington. The disbursement to Mr. Charles will be in the amount of \$426.16.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Mayor's Office</u>			
9. Stephanie Rawlings-Blake	Maryland Assn. of Counties (MACo) Summer Conference	Gen. Fund	\$1,121.00
Andrew Smullian	Ocean City, MD Aug. 14 - 17, 2013		\$1,285.98
Janelle Mummey	(Reg. Fee \$285.00 ea.)		\$1,285.98

The subsistence rate for this location is \$266.00/day. The hotel cost is \$229.00/night for the first two nights and \$299.00 for the third night. The agency is requesting an additional subsistence of \$46.00 for each representative for food and incidentals and \$33.00 per representatives for the additional hotel costs.

The hotel cost and registration was paid on a City-issued credit card assigned to Ms. Kathe Hammond. The transportation for Ms. Rawlings-Blake will be provided by the Executive Protection Unit. The amount to be disbursed to Ms. Rawlings-Blake is \$79.00 and the amount to be disbursed to Mr. Smullian and Ms. Mummey is \$243.98 each.

Mayor's Office of Information Technology (MOIT)

10. Christopher D. Tonjes Heather Hudson	Big Data Innovation Summit Boston, MA Sept. 11 - 13, 2013 (Reg. Fee \$1,200.00 ea.)	Gen. Funds	\$4,037.60
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The allowed subsistence rate for this area is \$292.00 per day for a total of \$584.00. The hotel accommodations are \$279.00 plus \$23.58 for taxes per night for each representative. MOIT is requesting additional subsistence of \$27.00 per day for each representative to cover the cost of meals.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
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The Department has paid the cost of airfare for the total amount of \$301.60 and the registration fees in the total amount of \$2,400.00, for each representative, using a City issued credit card assigned to Mr. Christopher D. Tonjes. Therefore, the disbursement to Mr. Tonjes and Ms. Hudson will be in the amount of \$668.00 each.

TRAVEL APPROVAL/REIMBURSEMENT**TRAVEL APPROVAL**

11. Rebecca Dineen	Institute for Equity in Birth Outcomes Training	Maternal Health Child Health	\$1,250.69
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On April 28, 2013 - May 02, 2013, Ms. Dineen traveled to Omaha, NE to attend the Institute of Equity in Birth Outcomes. The Health Department is requesting retroactive approval and reimbursement of expenses incurred during this travel by Ms. Dineen for the costs of airfare, baggage, taxi, hotel, and food expenses totaling \$1,250.69. The allowed subsistence rate for this location is \$163.00 per day for a total of \$652.00.

REIMBURSEMENT

The Department pre-paid the cost of airfare in the amount of \$413.00 using a City-issued credit card assigned to Ms. Jacquelyn Duval-Harvey. Therefore, the disbursement to Ms. Dineen will be for the amount of \$837.69.

Taxi	60.00
Hotel	596.00
Baggage	50.00
Hotel Taxes	108.28
Meals	23.41
	<u> </u>
	\$ 837.69

MINUTES**TRAVEL REIMBURSEMENT**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Sheriff's Department</u>			
12. John Anderson	National Annual Sherriff's Assoc. 2013 Annual Conf. Charlotte, NC June 23 - 26, 2013 (Reg. Fee \$275.00)	General Fund	\$648.74

On June 19, 2013, the Board approved the travel request for Mr. Anderson along with two other attendees in the amount of \$3,645.62. The travel did not include transportation costs as the attendees were to use a City vehicle. In order to accommodate extra equipment a larger vehicle was required and a rental vehicle was necessary. The Department is requesting reimbursement of a rental vehicle in the amount of \$504.08 as well as gas in the amount of \$144.66.

The Department apologizes for the oversight and is aware of the relevant AM Policies in AM 239 and AM 240 and will make every effort to adhere to the policies in the future.

Department of Public Works

13. Samuel O. Atolaiye	2013 Design-Build for Water/ Wastewater Conf. March 20 - 22, 2013 (Reg. Fee \$550.00)	W&WW Constr. Mgt.	\$100.91
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On January 20, 2013, the Board approved the travel request, in the amount of \$1,191.55, for Mr. Atolaiye to travel to a conference in Orlando Florida March 20 - 22, 2013. The Division of Construction Management did not request sufficient funds to satisfy the total amount needed cover

MINUTES**TRAVEL REIMBURSEMENT**DPW - cont'd

airfare, limo/parking, and hotel tax. The amount requested for airfare was \$245.80 and the actual cost was \$320.00, for a difference of \$74.90. The amount requested for limo/parking was \$34.00 and the allowable amount is \$60.00, for a difference of \$26.00. The amount paid for the hotel tax was \$27.75 and the actual cost was \$27.76 for a difference of \$0.01. Therefore, the Board is requested to approve the reimbursement to Mr. Atolaiye in the amount of \$100.91.

Airfare	\$ 74.90
Limo/Parking	26.00
Occ. Taxes	<u>00.01</u>
Total:	<u>\$100.91</u>

UPON MOTION duly made and seconded, the Board approved the travel requests, travel approvals and travel reimbursements.

The Mayor **ABSTAINED** on item no. 9. The Director of Public Works **ABSTAINED** on item no. 5.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Personnel matters

listed on the following pages:

3243 - 3244

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

MINUTES

PERSONNELDepartment of Finance

	<u>Hourly Rate</u>	<u>Amount</u>
1. JOE GLENN	\$47.41	\$ 3,223.88

Mr. Glenn, retiree, will continue to work as a Senior Systems Analyst in the Mayor's Office of Information Technology. He will provide analysis and programming support for the Water & Wastewater billing system with a focus on billing issues. The period of the agreement is effective upon Board approval through September 30, 2013.

2. JAMES WAYLAND	\$47.41	\$ 2,085.09
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Mr. Wayland, retiree, will continue to work as a Senior Systems Analyst in the Mayor's Office of Information Technology. He will provide analysis and programming support for the real property tax system with special focus in getting the real property tax bill produced for Fiscal 2014. The period of the agreement is effective upon Board approval through September 30, 2013.

Account: 1001-000000-1472-165800-601009

THE DEPARTMENT OF FINANCE IS REQUESTING A WAIVER ON THE HOURLY RATE PORTION AS OUTLINED IN THE ADMINISTRATIVE MANUAL 212-1, PART I.

Department of Human ResourcesMayor's Office of Information Technology

3. Classify the following vacant position:

From: 90000 - New Position
Grade 900 (\$1.00 - \$204,000.00)
Job No: 1474-49939

To: 10241 - IT Division Manager
Grade 958 (\$77,200.00 - \$121,400.00)

Cost: (\$165,173.00) - 1001-000000-1474-167700-601001

MINUTES

This position is responsible for managing all services and activities of the Baltimore City Police Department's IT Management Division. This includes but is not limited to managing the operations, networking, programming and communications support activities of the division. In addition this position will be responsible for coordinating the efficient and effective repair and disposition of personal computers, printers, and systems inventory, as well as collecting and tracking City-wide all electronic equipment, managing the implementation of a variety of projects involving programming, application and database design, coordinating the development and implementation of the Police Department's information technology goals, and supervising a staff of IT professionals, and support personnel.

* * * * *

President: "There being no more business before this Board, Board will recess until bid opening at twelve noon."

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Clerk: "The Board is now in session for the receiving and opening of bids."

BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued an Addendum extending the dates for receipt and opening of bids on the following contract. There were no objections.

Bureau of Water & Wastewater - SC 875, Rehab of Southwest
 Diversion Pressure/Gravity
 Sewer-Phase III
BIDS TO BE RECV'D: 08/28/13
BIDS TO BE OPENED: 08/28/13

MINUTES

Bureau of Purchases - B50003032, Rollout Containers
with RFID
BIDS TO BE RECV'D: 08/21/13
BIDS TO BE OPENED: 08/21/13

Thereafter, UPON MOTION duly made and seconded, the Board received, opened and referred the following bids to the respective departments for tabulation and report:

Bureau of Water & Wastewater - SC 868, Liquid Oxygen Plant
Improve.- Patapsco Wastewater
Treatment Plant

W.M. Schlosser Company, Inc.
Ulliman Schutte Construction, LLC

Bureau of Purchases - B50003071, Decorative Street
Light Fixtures and poles

Philips HADCO
Ideal Electrical Supply*
C.N. Robinson Lighting Supply Co., Inc.

Bureau of Purchases - B50003072, On-Call Seeding
Services

Erosion Control & Landscape Services, Inc.

Bureau of Purchases - B50003077, Super Cab Truck
with a Utility Body

Chapman Chevrolet*
Hertrich Fleet Services
Winner Ford

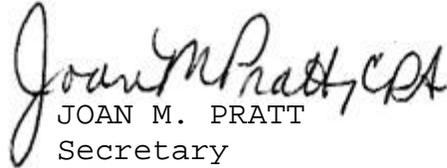
UPON FURTHER MOTION, the Board found the bid of Chapman Chevrolet **NON-RESPONSIVE because of the company's failure to proffer a bid guarantee as mandated by the solicitation instructions.

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MINUTES

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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, August 21, 2013.


JOAN M. PRATT
Secretary