

MINUTES

REGULAR MEETING

Honorable Brandon M. Scott, President
Honorable Bernard C. "Jack" Young, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Matthew W. Garbark, Acting Director of Public Works
Dana P. Moore, Acting Deputy City Solicitor

President: "Good morning. The June 24, 2020 meeting of the Board of Estimates is now called to order. In the interest of promoting health and safety as we continue to deal with the Coronavirus pandemic, the Board of Estimates continues to be streamed live virtually. I will direct the Board Members attention to the Memorandum from my office dated June 22, 2020, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Comptroller ah -- to be considered as routine agenda items. I will entertain a motion to approve all of the items contained on the routine agenda."

City Solicitor: "Ah -- Mr. President. Good morning. I move approval of all of the items on the routine agenda."

Comptroller: "I Second."

President: "All of those in favor say Aye. All opposed, Nay. The motion carries. The routine agenda items have been adopted."

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MINUTES**BOARDS AND COMMISSIONS**1. Prequalification of Contractors

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on November 21, 2016, the following contractors are recommended:

Bulldog Construction, Incorporated	\$1,500,000.00
CPE, Inc.	\$ 710,000.00

2. Prequalification of Architects and Engineers

In accordance with the Resolution Relating to Architectural and Engineering Services, as amended by the Board on June 29, 1994, the Office of Boards and Commissions recommends the approval of the prequalification for the following firms:

Min Engineering, Inc.	Engineer
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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

Space Utilization Committee - Transfer of Building Jurisdiction

ACTION REQUESTED OF B/E:

The Board is requested to approve the Transfer of Building Jurisdiction for the property known as 218 N. Gay Street (Block 1256A, Lot 1) from the inventory of the Department of Transportation to the inventory of the Department of Housing and Community Development (DHCD).

BACKGROUND/EXPLANATION:

DHCD's Development Division strategically acquires, manages and disposes of vacant or abandoned properties, ultimately enabling these properties to be returned to productive use and improving Baltimore's neighborhoods. DHCD is requesting that the lot at 218 N. Gay Street be transferred into DHCD's inventory so that the DHCD Development Division can manage the disposition of this property.

The Space Utilization Committee approved this Transfer of Building Jurisdiction at its meeting on June 2, 2020.

UPON MOTION duly made and seconded, the Board approved the Transfer of Building Jurisdiction for the property known as 218 N. Gay Street (Block 1256A, Lot 1) from the inventory of the Department of Transportation to the inventory of the Department of Housing and Community Development.

MINUTES

Department of Real Estate - Easement Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Easement Agreement with Target Corporation.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

At the City's request, Target Corporation is granting to the City an easement to install, repair, maintain and replace one or more closed circuit cameras or similar communication devices, including any necessary data transmission cables located on the Target Building at Mondawmin Mall. The City's CitiWatch program plans to place a camera sled and other equipment on the roof, as described in the Easement. Target and the City each have the right to terminate the Easement upon 30 days' notice. Upon termination of the Easement, the City is required to remove its equipment from the roof of the building.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Easement Agreement with Target Corporation.

MINUTES

Space Utilization Committee - Inter-Departmental Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Inter-Departmental Lease Agreement between the Department of General Services, Landlord, and the Mayor's Office of Children and Family Success, Tenant, for the rental of a portion of the property known as 1731 E. Chase Street, Building Code B00077, consisting of 8,843 square feet of rentable space. The Mayor's Office of Children and Family Success will occupy 7,566 sq. ft. of space on the 1st and 2nd floors, adjacent parking lot with 6 spaces, and a park with a playground. The Tenant will be subleasing 1,277 sq. ft. of space to East Baltimore Development Initiative (EBDI).

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Installments</u>
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\$93,930.05	\$7,827.50
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Account - 5000-585919-1191-719000-603096

BACKGROUND/EXPLANATION:

The annual rent includes EBDI rental payments. The annual rent for the renewal term will be determined based on projected operating costs and expenses for the upcoming renewal term. Based on this determined rental rate, rental payments for the renewal term will commence July 1, 2021 and will increase or decrease each year during the renewal terms.

The leased premises will be used by the Mayor's Office of Children and Family Success for Baltimore City's Community Action Partnership's administrative office, Eastern Community Action Partnership Center and the Office of Home Energy Programs' processing unit. The term is for five years commencing July 1, 2020 through June 30, 2025, with the right to renew for two,

MINUTES

Space Utilization Committee - cont'd

five-year terms. The Landlord is responsible for the interior and exterior of the building; including foundations, roof, walls, gutters and downspouts; maintenance and repair of HVAC systems, providing heat and air conditioning (not individual window ventilation systems) except for damaged caused by sole negligence of the Tenant, employees, guests, agents, invitees and contractors. The Landlord is responsible for trash removal; janitorial services; pest control; clean floors; snow and ice removal; interior and exterior lighting; sewer/plumbing and electric repairs; replacing air filters once every six months for HVAC systems. The Landlord will pay the costs of utilities that are supplied to or used at the Leased Premises, including oil, gas, electric, and water; security, and for mowing the lawn around the Leased Premises.

The Tenant accepts premises in its existing condition. The Tenant will not make any alterations, additions, or improvements without the Landlord's written consent; provide all equipment including refrigerators or any other kitchen appliances; telephone and computer services, place debris into trash receptacles; keep common break room free of debris that can cause infestation of insects and/or rodents, keep entrance passageways areas clean and in an orderly condition free of Tenant's equipment and furniture; which will not impede ingress and egress. The Tenant has the right to sublet to EBDI, which is located on the 2nd floor, 1,277 sq. ft., at a rate of \$10.84 per sq. ft. The annual rent will be \$13,842.68, payable in monthly installments of \$1,153.56. The rent will be due on the first day of each month. EBDI's rent will be paid directly to the Mayor's Office of Children and Family Success in the name of the Director of Finance.

The Space Utilization Committee approved the Inter-Departmental Lease Agreement on June 2, 2020.

MINUTES

Space Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Inter-Departmental Lease Agreement between the Department of General Services, Landlord, and the Mayor's Office of Children and Family Success, Tenant, for the rental of a portion of the property known as 1731 E. Chase Street, Building Code B00077, consisting of 8,843 square feet of rentable space.

MINUTES

Department of Real Estate - Second Amendment to Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Amendment to the Lease Agreement with Impakt Investment, LLC for the rental of a portion of the property known as 5610 Harford Road, being on the lower level, consisting of approximately 3,500 square feet.

AMOUNT OF MONEY AND SOURCE:

<u>Basic Annual Rent</u>	<u>Monthly Rental Rent</u>	<u>Lease Period</u>
\$57,368.17	\$4,780.68	June 1, 2020-May 31, 2021

Account: 4000-423220-3080-271400-603013

The Amendment includes the option to automatically renew this lease for one, 1-year period.

BACKGROUND/EXPLANATION:

The Leased Premises will be used for offices of the City's Department of Health's WIC Program. The Original Lease Agreement was approved by the Board on June 30, 2010 and commenced on June 1, 2010 and terminated May 31, 2014. It was renewed for an additional four years, commencing June 1, 2014 and terminating May 31, 2018. The Board approved the 1st Amendment to the Lease Agreement on May 30, 2018 to extend the term for an additional two year period from June 1, 2018 to May 31, 2020, with the option to renew for an additional two year term. This 2nd Amendment to Lease Agreement extends the term for an additional one-year period from June 1, 2020 to May 31, 2021, with the option to automatically renew the lease for one, 1-year term.

MINUTES

Department of Real Estate - cont'd

All other conditions, provisions and terms of the Original Lease dated June 30, 2010 and amended May 31, 2018 will remain in full force and effect. The Space Utilization Committee approved this 2nd Amendment to Lease Agreement at its meeting of June 2, 2020.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment to the Lease Agreement with Impakt Investment, LLC for the rental of a portion of the property known as 5610 Harford Road, being on the lower level, consisting of approximately 3,500 square feet.

MINUTES

Fire and Police Employee's - Subscription Agreement
Retirement System (F&P)

ACTION REQUESTED OF B/E:

The Board is requested by the Board of Trustees of F&P to approve and authorize execution of the Subscription Agreement with KKR Global Credit Opportunities Fund L.P.

AMOUNT OF MONEY AND SOURCE:

\$165,000.00 approximately of F&P Funds - Annual Management Fee

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

The F&P Board of Trustees conducted a search for a credit manager and, as a result of that search, selected KKR Credit Advisors (US) LLC to accept an initial investment of \$30,000,000.00 to be placed with KKR Global Credit Opportunities Fund L.P. The search and selection process was conducted with the assistance and advice of the F&P System's investment advisor, New England Pension Consulting.

MWBOO GRANTED A WAIVER ON JUNE 15, 2020.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Subscription Agreement with KKR Global Credit Opportunities Fund L.P. The Comptroller **ABSTAINED**.

MINUTES

Fire and Police Employee's - Consulting Agreement
Retirement System (F&P)

ACTION REQUESTED OF B/E:

The Board is requested by the Board of Trustees of F&P to approve and authorize execution of the Actuarial Services and Consulting Agreement with Cheiron, Inc.

AMOUNT OF MONEY AND SOURCE:

\$566,600.00 - 6000-604121-1540-171400-603018

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

The F&P Board of Trustees conducted a comprehensive actuarial search in which Cheiron, Inc. demonstrated its expertise in providing competent actuarial consulting services for many public pension plans. In addition, Cheiron has provided competent actuarial consulting services for F&P for the last eight years. Consequently, the F&P Board selected, and desires to retain, Cheiron to serve as F&P actuary during the term of the Agreement. Pursuant to the Agreement Cheiron will serve as F&P's actuary for fiscal years 2021-2025, plus 3 optional 1 year renewal terms, and advise the F&P Board on matters regarding the administration of the actuarial funds of F&P, including calculating the annual valuation of F&P's assets and liabilities and projecting the City's annual contribution as well as conducting a triennial experience study of F&P's actuarial assumptions.

MWBOO GRANTED A WAIVER ON JUNE 11, 2020.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Actuarial Services and Consulting Agreement with Cheiron, Inc. The Comptroller **ABSTAINED**.

MINUTESDepartment of Transportation - 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. 25 S. Charles Street	25 South Charles, LLC	Four illuminated signs, one blade sign six sq. ft., three single face electric signs: one at 126 sq. ft., one at 166 sq. ft., one sign at 39 sq. ft.
\$7,372.80 - Flat Charge		
2. 3215 N. Charles Street	Charles & Blackstone Apartments, LLC	One metal canopy 291.5', one vestibule 32 sq. ft.
\$1,715.40 - Annual Charge		
3. 1154 Ward Street	The Habitat for Humanity Chesapeake, Inc.	One set of steps 4' x 2.76'
1156 Ward Street	The Habitat for Humanity Chesapeake, Inc.	One set of steps 4' x 2.76'
1158 Ward Street	The Habitat for Humanity Chesapeake, Inc.	One set of steps 4' x 2.76'
\$ 105.60 - Flat Charge		

MINUTES

Department of Transportation - cont'd

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

MINUTES

Mayor's Office of Homeless Services - Agreements

The Board is requested to approve and authorize acceptance of the grant awards.

1. **STRONG CITY BALTIMORE, INC.** **\$ 300,753.00**

Account: 4000-407019-3573-757910-603051

The City has received a U.S. Department of Housing and Urban Development grant to undertake the Continuum of Care Program. As a sub-recipient, Strong City Baltimore, Inc. will provide rental assistance and supportive services to ten individuals and/or families experiencing homelessness in the City. The Provider will offer service(s) under their Youth Empowered Society Rapid Re-Housing Program. The period of the agreement is September 1, 2020 through August 31, 2021.

AUDITS HAS REVIEWED AND HAS NO OBJECTION TO APPROVAL.

MWBOO GRANTED A WAIVER ON JUNE 9, 2020.

2. **MARYLAND DEPARTMENT OF HEALTH** **\$1,155,200.73**

Account: 5000-507021-3573-779200-405001

The City has received a Maryland Department of Health grant to undertake the Assistance in Community Integration Service (ACIS) Program. The City will build or expand upon current housing support services and related care coordination efforts pertaining to tenancy-based case management/tenancy support services and housing case management services to ensure an integrated continuum of care for ACIS Pilot Medicaid beneficiaries. Through the Baltimore Civic Fund, Inc. Baltimore City Foundation, Inc. the City has raised matched

MINUTES

Mayor's Office of Homeless Services - cont'd

funds for this project at a rate of 50%, which is \$577,600.37. The State award is \$577,600.36, making the total project amount \$1,155,200.73. The period of the agreements are from July 1, 2020 through June 30, 2021.

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 acceptance of the aforementioned Grant Awards.

MINUTES

Mayor's Office of Employment - Amendment to FY20 Family
Development League Grant Award Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment to the FY20 Family League Grant Award Agreement with the Family League of Baltimore.

AMOUNT OF MONEY AND SOURCE:

\$18,071.00 - 6000-608120-6331-483200-406001

BACKGROUND/EXPLANATION:

On January 29, 2020, the Board approved acceptance of the original grant award agreement with the Family League of Baltimore, in the amount of \$134,748.00 for the period of July 1, 2019 through June 30, 2020.

The Amendment to the FY20 Family League Grant Award Agreement will increase the amount of the agreement by \$18,071.00 making the total award amount of the agreement \$152,819.00. All other terms and conditions of the original agreement remain unchanged.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Mayor's Office of Employment - cont'd
Development

UPON MOTION duly made and seconded, the Board approved the Amendment to the FY20 Family League Grant Award Agreement with the Family League of Baltimore.

MINUTES

Health Department - Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the purchase of client incentive/gift cards from Walgreens for the STD/HIV Prevention Program.

AMOUNT OF MONEY AND SOURCE:

No. of Cards/Denomination

\$4,000.00 - 200 Walgreens gift cards@ \$20.00 ea.
8.00 - Shipping Charge

\$4,008.00 - 4000-436720-3023-513200-603026

BACKGROUND/EXPLANATION:

The incentive cards will be distributed to help reduce the number of new HIV infections and improve the health of persons living with HIV/AIDS. The incentive cards will enhance the staff's ability to attract those encountered to receive counseling and testing on the STD/HIV testing van.

The STD/HIV Prevention Program adheres to all policies associated with the usage of incentives and has sufficient procedures in place to address the safeguarding and accountability of the incentives purchased.

The Department has a consolidated policy account for the purchase, distribution, and documentation of all incentive cards. The central tenets of this policy account for: 1) a single means of procuring all incentive cards through the Board of Estimates, 2) the documentation of each incentive card and its recipient, 3) a

MINUTES

Health Department - cont'd

monthly reconciliation for all purchases that account for all distributed and non-distributed cards, and 4) periodic internal reviews of programs' activity vis-à-vis the internal policy, which are to be shared with the Department of Audits.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the purchase of client incentive/gift cards from Walgreens for the STD/HIV Prevention Program.

MINUTESHealth Department - Agreements

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

1. **JOHNS HOPKINS UNIVERSITY** **\$ 764,849.00**

Account: 4000-499020-3023-718000-603051

Johns Hopkins University Center for Child and Community Health will provide administrative support, scientific management and specific high-level expertise for the Department's STD and HIV Prevention programs. The period of the agreement is January 1, 2020 through December 31, 2020.

MWBOO GRANTED A WAIVER ON MAY 14, 2020.

2. **JOHNS HOPKINS UNIVERSITY** **\$ 240,000.00**

Account: 4000-499020-3023-718000-603051

The JHU, Department of Emergency Medicine will provide HIV counseling, linkage to care for newly diagnosed and people living with HIV, referrals for Partner Services (PS), and ensure the provision of supplementary HIV testing for all patients with preliminary reactive rapid test results.

In addition, the organization will screen and refer those who are identified as HIV negative and at an increased risk for exposure or partners of HIV positive persons to Pre-Exposure Prophylaxis.

The Department of Emergency Medicine will link or refer newly diagnosed persons with HIV to medical care and confirm attendance to the first appointment within 30 days of diagnosis. The period of the agreement is January 1, 2020 through December 31, 2020.

MINUTES

Health Department - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

The agreements are late because of administrative delays.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the various agreements. The Mayor **ABSTAINED.** The President **ABSTAINED.**

MINUTES

Department of Transportation (DOT) - Termination Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Termination Agreement for Contract TR 13301R; Installation of I-83 Median Grate North of Coldspring Lane & Bridge Joint Repairs with Concrete General, Inc. for convenience.

AMOUNT OF MONEY AND SOURCE:

\$80,510.11 - 9950-902772-9506-900020-706099

BACKGROUND/EXPLANATION:

On Wednesday, October 17, 2018, the Board awarded TR 13301R - Installation of I-83 Median Grate North of Coldspring Lane & Bridge Joint Repairs but DOT never issued a Notice to Proceed to Concrete General, Inc. After the contract award, it was noted that the bridge needed more repairs than anticipated therefore, DOT hired a consultant to perform a more in-depth non-invasive supplemental evaluation of the I-83 bridges to be repaired under this contract.

The evaluation results showed deterioration at the bridge joints that were not accounted for in the contract documents. Taking this new information into consideration, DOT is unwilling to move forward with the contract as it would immediately result in several change orders and significantly increase the contract's cost.

The DOT and the contractor have generally agreed that forcing the start of the project would not be in the best interest of either party. DOT believes it would be more beneficial and efficient for the City to terminate this contract and reassess the project scope.

The payment by the City of \$80,510.11 will fully and finally terminate, release and waive any and all liability of the City to Concrete General, Inc. in any way related to TR 13301R, Installation of I-83 Median Grate North of Coldspring La. & Bridge Joint Repairs.

MINUTES

Department of Transportation - cont'd

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Termination Agreement for Contract TR 13301R; Installation of I-83 Median Grate North of Coldspring Lane & Bridge Joint Repairs with Concrete General, Inc. for convenience.

MINUTES

Department of Transportation - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Grant Agreement with the Baltimore Metropolitan Council (BMC). The period of the agreement is from July 1, 2020 through June 30, 2021.

AMOUNT OF MONEY AND SOURCE:

\$58,720.00 - 6000-617021-2303-596000-406001 - Others
14,680.00 - 1001-000000-2301-249000-601001 - In Kind Service
\$73,400.00

BACKGROUND/EXPLANATION:

This grant will allow the City to complete population and development projections and transportation planning work to ensure that the Region's transportation plans will meet federal air quality standards. The funding was provided by the Maryland Department of Transportation to the BMC. The Department will complete work under this grant and will serve as the lead agency for the City.

APPROVED FOR FUNDS BY FINANCE.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with the Baltimore Metropolitan Council.

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 with Baltimore Urban Revitalization, 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:

\$100,648.50 - 9950-903085-9512-000000-490375

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529, was approved on May 9, 2019. It was determined that a Traffic Mitigation Fee was required for the Development. The Developer proposes to perform the Scope of Work for E1 at 250 Atlas Street, constructing an apartment building with 162 units and retail space with 25,800 square feet. The Developer agrees to make a one-time contribution in the amount of \$100,648.50 to fund the City's multimodal transportation improvements in the Development's vicinity to the extent practicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution the Traffic Mitigation Agreement with Baltimore Urban Revitalization, LLC.

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 with Baltimore Urban Revitalization, 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:

\$238,723.99 - 9950-903085-9512-000000-490375

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529, was approved on May 9, 2012. It was determined that a Traffic Mitigation Fee was required for the Development. The Developer proposes to perform the Scope of Work for 2455 Banner Street (Ward 24, Section 06, Block 1053 Lot 1A), constructing a general office building of 211,739 square feet.

The Developer agrees to make a one-time contribution in the amount of \$238,723.99 to the fund the City's multimodal transportation improvements in the Development's vicinity to the extent practicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution the Traffic Mitigation Agreement with Baltimore Urban Revitalization, LLC.

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 with Baltimore Urban Revitalization, 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:

\$61,409.28 - 9950-903085-9512-000000-490375

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 11-529, was approved by May 9, 2012. It was determined that a Traffic Mitigation Fee was required for the Development. The Developer proposes to perform the Scope of Work for E5B at 2400 Anthem Street, constructing an apartment building with 121 units and retail space with 5,780 square feet. The Developer agrees to make a one-time contribution in the amount of \$61,409.28 to fund the City's multimodal transportation improvements in the Development's vicinity to the extent practicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Traffic Mitigation Agreement with Baltimore Urban Revitalization, LLC.

MINUTES

Parking Authority of - Card Services Agreement
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Card Services Agreement with Global Payments Direct Inc. The period of the agreement is July 1, 2020 for five years, with two 1-year renewal options.

AMOUNT OF MONEY AND SOURCE:

<u>Facility</u>	<u>Account Number</u>	<u>Amount</u>
Arena	2075-000000-2321-407200-603016	\$ 6,246.00
Baltimore	2075-000000-2321-407700-603016	4,850.00
Caroline	2075-000000-2321-408200-603016	3,054.00
Fleet & Eden	2075-000000-2321-408300-603016	4,631.00
Franklin	2075-000000-2321-407400-603016	2,865.00
Fayette	2075-000000-2321-408700-603016	721.00
Lexington	2075-000000-2321-407500-603016	2,368.00
Little Italy	2075-000000-2321-407900-603016	3,475.00
Marina	2076-000000-2321-253800-603016	2,299.00
Market Center	2075-000000-2321-407100-603016	1,398.00
Penn Station	2075-000000-2321-407600-603016	9,872.00
St. Paul	2075-000000-2321-408100-603016	5,135.00
West	2076-000000-2321-254000-603016	4,401.00
PABC Grant	2076-000000-2321-253300-607001	2,192.00
Meter Account	2076-000000-2321-252800-607001	122,720.00
Valet Account	2076-000000-2321-717800-607001	393.00
	Total	\$176,620.00

*These are estimated monthly amounts based on transactions from normal operations.

BACKGROUND/EXPLANATION:

The Parking Authority accepts credit card payments at parking garages, at parking meters, at the PABC walk-in office, and at the Residential Permit Parking website (together "PABC Programs"). Accepting credit card payments has facilitated many of the revenue

MINUTES

PABC - cont'd

controls implemented by the PABC while providing convenience to customers of the PABC/City's various programs. PABC has been working under a single merchant service provider since 2010.

The PABC currently averages 4 million transactions per year, generating approximately \$22,665,000.00 in credit card sales per year for all PABC Programs, with associated credit card processing fees averaging \$178,570.00 per month.

The PABC issued a Request for Proposals (RFP) for a new card services agreement in May of 2019. The PABC received four proposals in response to the RFP. The proposals were reviewed by a three-person panel of review consisting of Naomi Philips, PABC Accountant III; Kimberly Fusco, Director of Finance and Administration, Ronald McDonald House; and Gary Hetrick, MBA, Business Analyst for Baltimore County Golf. The proposals were evaluated and the vendor providing the proposal that the panel of review determined to be the best value to the PABC/City, was recommended to the Parking Authority Board of Directors in April for negotiation of an agreement. Global Payment Systems Inc. was the recommended vendor, and the PABC Board of Directors approved the recommendation.

This Card Services Agreement will:

- provide debit and credit card processing services, along with other related merchant services to multiple PABC Programs with varying requirements;
- secure economies of scale to improve pricing;
- ensure timely and reliable authorization of credit/debit transactions;
- provide reporting products that meet the requirements of individual PABC Programs and PABC;

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PABC - cont'd

- establish a single point of contact for coordination of all activities, including adding new PABC Programs, problem resolution (settlement, billing, reporting, etc.), adapting to and incorporating new technologies, etc.

The PABC expects a savings of \$144,700.00 annually resulting from this new Card Services Agreement.

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Card Services Agreement with Global Payments Direct Inc.

MINUTES

TRANSFER OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfer of Funds

listed on the following page:

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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.

MINUTES**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks</u>		
1. \$30,000.00	9950-909540-9509	9938-914085-9474
State	Patterson Park	Patterson Park
(Program Open	Master Plan	Master Plan
Space)	Implementation	Implementation
	(Reserve)	(Active)

This transfer will provide funds to cover the costs associated with fountain renovation in Patterson Park.

MINUTES

Department of Public Works - 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 in the amount of \$195,065.50 to Spiniello Companies, under WC 1386, Urgent Need Water Infrastructure Phase II-FY 19.

AMOUNT OF MONEY AND SOURCE:

\$195,065.50 - 9960-926986-9557-000000-200001

BACKGROUND/EXPLANATION:

As of September 25, 2019, the Contractor has completed 58% of all work for WC 1386, Urgent Need Water Infrastructure Phase II-FY 19. The Contractor has requested a partial release of retainage for \$195,065.50. Currently, the City is holding \$278,664.99 in retainage for the referenced project and the Contractor is requesting to reduce the amount of Retainage to \$83,599.49. The remaining amount of \$83,599.49 is sufficient to protect the interest of the City.

MWBOO APPROVED THE RELEASE ON MARCH 20, 2020.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Partial Release of Retainage Agreement

MINUTES

Department of Public Works - cont'd

in the amount of \$195,065.50 to Spiniello Companies, under WC 1386,
Urgent Need Water Infrastructure Phase II-FY 19.

MINUTES

Department of Public Works - Single Bond for Drain
Layers No. 1001143176

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Single Bond for Drain Layers No. 1001143176 for the firm, DSM Properties, LLC. The period of the bond will continue until either the firm or the surety gives notice of its termination.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - Bond No. 1001143176

BACKGROUND/EXPLANATION:

The firm DSM Properties, LLC occasionally obtains permits from the City to excavate in streets, alleys, lanes, footways, thoroughfares, highways, and City of Baltimore Rights-of-Way for which it is obligated to give bonds. The firm desires to provide one bond to cover all permits that may be issued, instead of being obligated to give a separate bond or money in each case.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved acceptance of the Single Bond for Drain Layers No. 1001143176 for the firm, DSM Properties, LLC.

MINUTES

Baltimore City Fire Department - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Lease Agreement with U.S. Secretary of the Army for the rental of a portion of the property at Fort McHenry. This is the fourth five-year lease beginning on June 1, 2020 and ending on May 31, 2025 with an option to terminate at any time with 30 days written notice.

AMOUNT OF MONEY AND SOURCE:

\$2,400.00 - 1001-000000-2121-226400-603015

BACKGROUND/EXPLANATION:

The parties originally entered into a five-year lease on June 1, 2005 for premises located at the U.S. Army Corps of Engineers facility located at Fort McHenry for no monetary consideration. On June 3, 2010, this five-year lease term was renewed for an additional five years with no monetary consideration. On June 1, 2015 the current five year lease due to expire on May 31, 2020 was entered into again for no monetary consideration. In anticipation of entering a fourth renewal of the five year lease, the parties negotiated terms for the Department to cover the costs of the average water bill expense in the amount of \$2,400.00 as monetary consideration for the leased premises.

MBE/WBE PARTICIPATION:

N/A

MINUTES

Baltimore City Fire Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of a Lease Agreement with U.S. Secretary of the Army for the rental of a portion of the property at Fort McHenry.

MINUTES

Bureau of the Budget and - Baltimore Tourism Improvement District
Management Research (BBMR) Fiscal 2021 Budget and the District
Special Assessment rate

ACTION REQUESTED OF B/E:

The Board is requested to approve the Baltimore Tourism Improvement District (TID) Fiscal 2021 Budget and the District Special Assessment rate.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Board has the authority to approve the annual financial plans and District Special Assessment tax rate for the TID. Hotel owners in the TID will impose, collect, and remit to the City, the District special assessment in conjunction with the City hotel tax at a rate of 2.0% on all gross amounts of money paid to the owners or operators of hotels in the City by transient guests or tenants for renting, using, or occupying a room or rooms for sleeping accommodations. The District Special Assessment rate for Fiscal 2021 is the same as in Fiscal 2020.

The Fiscal 2021 TID Budget is \$3,000,000.00. The Fiscal 2021 estimated District Special Assessment revenue has increased \$1.9 million or 172.7% from \$1.1 million in Fiscal 2020. Note that the Fiscal 2020 assessment was not imposed for a full year. The surcharge began in December 2019.

The TID will provide marketing and advertisement, sales and destination development, and cover operational expenses for Visit Baltimore.

MINUTES

BBMR - - cont'd

Visit Baltimore, Inc. - Tourism Improvement District

TID Budget	FY20 Forecast	FY21 Forecast
<u>REVENUE</u>		
TID Revenue	1,100,00	3,000,000
	1,100,00	3,000,000
TOTAL REVENUE		
<u>EXPENSE</u>		
<u>Marketing & Advertising</u>		
Leisure Marketing and Convention Trade: Production	70,850	601,820
Leisure Marketing and Convention Trade: Media Buys	195,020	750,000
Social media, event & experiential marketing	91,060	0
International Sales. Marketing. and PR	30,000	0
Creative Dept./New brand	62,610	0
Total Marketing & Ads	449,540	1,351,820
<u>Sales & Destination Development</u>		
Financial Commitments for High Impact Groups		
Existing 2,000+ peak Commitments - Definite	680,420	215,000
Existing Hosting Fees - American Bus Association	0	512,500
Existing Hosting Fees - CESSE	129,660	0
Existing Hosting Fees - e4	189,920	0
Total FC for High Impact and Hosting	1,000,000	727,500
Hosting Regional Strategic Industry events	3,330	0
FAM/Customer Event Fund	2,750	0
International Sales/FAM: Hills Balfour PR; CRUSA	3,150	0
PCMA Lounge Activation	20,000	0
Total	29,230	0
ISSA/GBAC costs (total cost 300K)	0	150,000
Total Sales & Destination Development	1,029,230	887,500
<u>Admin & Operations</u>		
Legal - WTP	6,480	0
Advocacy/Lobbyist - Harris Jones & Malone	63,040	0
Safety and Security - Group (Wolf)	38,040	120,000
Wayfinding Signage and Visitor Experience	75,000	0
Adara	24,000	0
STR	3,440	0
Total Admin & Operations	210,410	120,000
City Fee 1.5%	16,500	45,000
TOTAL EXPENSE	1,705,680	2,394,320
SURPLUS (DEFICIT)	(605,680)	605,680

MINUTES

BBMR - - cont'd

UPON MOTION duly made and seconded, the Board approved the Baltimore Tourism Improvement District Fiscal 2021 Budget and the District Special Assessment rate.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

2457 - 2486

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.

The Mayor **ABSTAINED** on item no. 4.

The Comptroller **ABSTAINED** on item no. 4.

MINUTES**PERSONNEL**Department of Communication Services1. A. Abolish the following vacant Position:Position No.: 10189

Classification: Telephone Operator II

Job Code: 33312

Grade: 080 (\$34,039.00 - \$40,042.00)

B. Reclassify the following vacant Position:Position No.: 10181

From: Communications Assistant

Job Code: 33319

Grade: 081 (\$35,060.00 - \$41,537.00)

To: Agency IT Specialist I

Job Code: 33147

Grade: 923 (\$62,171.00 - \$99,709.00)

Cost: \$950.00 - 2039-000000-1330-158400-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

2. A. Abolish the following two vacant PositionsPosition Nos.: 10185 and 10186

Classification: Telephone Operator II

Job Code: 33312

Grade: 080 (\$34,039.00 - \$40,042.00)

MINUTES**PERSONNEL**

Department of Communication Services - cont'd

B. Reclassify the following vacant Position:

Position No.: 10179

From: Telephone Operator II
Job Code: 33312
Grade: 080 (\$34,039.00 - \$40,042.00)

To: Agency IT Specialist II
Job Code: 33148
Grade: 927 (\$66,118.00 - \$105,788.00)

Cost: \$3,338.00 - 2039-000000-1330-158400-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Office of Information and Technology

3. Reclassify the following filled Position:

Position No.: 12313

From: IT Manager BCIT
Job Code: 10186
Grade: 942 (\$92,884.00 - \$153,136.00)

To: IT Division Manager BCIT
Job Code: 10188
Grade: 967 (\$106,215.00 - \$175,105.00)

Cost: \$13,500.00 - 1001-000000-1471-165700-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**Employees' and Elected Officials Retirement System (ERS)4. Create the following Position:

Classification: Fiscal Technician

Job Code: 34421

Grade: 088 (\$45,171.00 - \$54,728.00)

Position No.: To be assigned by BBMR

Cost: \$61,834.00 - 6000-604020-1550-784900-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

Health Department5. Create the following Position:

Classification: Office Support Specialist II

Job Code: 33212

Grade: 075 (\$30,527.00 - \$34,700.00)

Position No.: To be assigned by BBMR

Cost: \$57,635.77 - 4000-499020-3023-718000-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**Health Department - cont'dHealth Department

	<u>Rate of Pay</u>	<u>Amount</u>
6. LEONARD C. BAZE	\$23.00	\$27,600.00

Account: 5000-570320-3041-605800-601009

Mr. Baze, retiree, will continue to work as a Contract Services Specialist I. His responsibility will be enforcing the tobacco control laws for Baltimore City regarding tobacco retailers and product placement, illegal sale to youth under age 18, and illegal sale of individual cigarettes; issuing citations to violators of tobacco control laws; working with student transport vendor and Baltimore City Public School System students to conduct compliance checks for under-age purchase of tobacco products; conducting routine field investigations at retail sites regarding tobacco control code violations; maintaining computer data files and preparing reports on complaints, investigations and outcomes; conducting face-to-face group education for residents, restaurant owners, police officers, youth and others regarding the City's tobacco control laws and citations for violations; maintaining records and evidence files on retail inspections and citations issued in a secure locked file; testifying in adjudicative Environmental Control Board hearing, etc. The period of the agreement is July 1, 2020 through June 30, 2021.

MINUTES**PERSONNEL**Health Department - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
7. DARRYL D. BURRELL	\$19.00	\$36,214.00

Account: 1001-000000-3023-274000-601009

Mr. Burrell will work as a Contract Services Specialist II. His responsibilities will be conducting strategic outreach in high-risk communities, establishing relationships with community stakeholders and promoting opportunities for collaboration, facilitating overdose prevention and response training; making referrals to drug treatment for people suffering from substance use disorders; conducting health and harm reduction education and counseling; conducting HIV, Hepatitis C, and STD Prevention Education with program participants and other community members; conducting pre/post HIV and Hepatitis C testing and counseling and conducting syringe exchanges and Phlebotomy duties. The period of the agreement is July 1, 2020 through June 30, 2021.

8. THERESA COLEMAN-KENNEDY	\$15.00	\$13,200.00
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Account: 4000-431120-3080-292300-602009

Ms. Coleman-Kennedy, retiree, will continue to work as a Contract Services Specialist I. Her responsibilities will be providing office support; assisting with arranging logistics for project activities and training; collecting and compiling information for reports and recording project meetings; implementing health education materials and assisting with answering phones and greeting clients. The period of the agreement is September 1, 2020 through June 30, 2021.

MINUTES

PERSONNELHealth Department - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
9. JASMINE A. SMITH	\$20.20	\$21,008.00

Account: 4000-403320-3001-568000-601009

Ms. Smith will continue to work as a Contract Services Specialist II. This is a 1% increase in the hourly rate from the previous contract period. Her responsibilities will be maintaining and updating the data tracking system to monitor entries from Clinical Partner sites as well as HealthCare Access Maryland; assisting in picking up completed screens from the clinical delivery sites; updating the Data Entry and Reporting Standards of Protocol as required; working closely with the AHC (Accountable Health Community) team including to identify challenges and overcome barriers in CMS data reporting; organizing existing data system files; identifying existing resource inventories and incorporate into the tool; assisting in the development of annual AHC Gap Analysis and Quality Improvement Plan; working closely with clinical sites, social service providers, city agencies and the AHC team to determine the gaps in Baltimore City and identify opportunities for quality improvement; staffing AHC meetings and help to prepare agendas, presentations, sign-in sheets as well as document meeting minutes; designing data collection forms; collecting and analyzing data to determine status of program activities. The period of the agreement is July 1, 2020 through June 30, 2021.

MINUTES**PERSONNEL**Health Department - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
10. WINFRED MURPHY	\$23.00	\$27,600.00

Account: 6000-629320-3050-280100-601009

Mr. Murphy, retiree, will continue to work as a Contract Services Specialist I. His responsibilities will be enforcing tobacco control laws for the City regarding tobacco retailers and product placement; issuing citations to violators of tobacco control laws; conducting routine field investigations at retail sites regarding tobacco control code violations; maintaining computer data files and preparing reports on complaints, investigations, and outcomes; conducting face-to-face group education for residents, restaurant owners, police officers, youth and other regarding the City's tobacco control laws and citations for violations; maintaining records and evidence files on retail inspections and citations for violations; maintaining records and evidence files on retail inspections and citations issued in a secure locked file; testifying in adjudicative Environmental control Board hearings when a violator appeals a citation; working with internal and external groups to raise awareness around youth tobacco access including providing support for system changes. The period of the agreement is July 1, 2020 through June 30, 2021.

11. DEMETRIA J. RODGERS	\$26.90	\$13,988.40
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Account: 5000-520120-3080-288900-601009

Ms. Rodgers, retiree, will continue to work as a Contract Services Specialist I. Her responsibilities will be overseeing the activities of nursing and clinical support personnel; participating with ARH Director in planning, developing and implementing clinical training programs for subgrantees; auditing sub grantees clinics to monitor the quality of care; planning and developing management and mid-level clinical in-service training programs requiring

MINUTES**PERSONNEL**Health Department - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
scheduling and coordination of various presenters and training modules; serving as point of contact for trainings by answering phone inquiries, and receiving and confirming registration notices and writing reports on training program activities.		
12. JOHN FRANK	\$25.00	\$1,750.00

Account: 1001-000000-2401-258300-601009

Mr. Frank, will continue to work as a Member of the Animal Healing Panel. His responsibilities will be to provide notices of hearing in writing to the aggrieved party, any interested party, and the Office of Animal Control at least five days before the hearing; attend meetings as scheduled by the Chairperson of the Panel and conduct hearings to assure procedural due process in accordance with Panel Hearing Procedure Regulations and obtain all relevant evidence pertaining to the issues in question and limit the evidence to that which has bearings on the issue involved at the hearings. The period of the agreement is July 1, 2020 through June 30, 2021.

13. FLORA CALDWELL-DAUGHTRY	\$16.00	\$19,200.00
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Account: 6000-607621-3110-306700-601009

Ms. Caldwell-Daughtry, retiree, will continue to work as a Contract Services Specialist I. Her responsibilities will be to provide administrative assistance to the Director of Adult Evaluations and Review Services (AERS); designing and maintaining the AERS database and the billing information database; tracking and recording incoming revenue; collecting and compiling data for statistical reports; assisting with the identification of funding sources to support program initiatives and assisting with the development of grant applications. The period of the agreement is July 1, 2020 through June 30, 2021.

MINUTES**PERSONNEL**Health Department - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
14. PAULINE HOULIARAS	\$25.00	\$1,750.00
Account: 1001-000000-2401-258300-601009		
15. ORBIE SHIVELY	\$25.00	\$1,750.00
Account: 1001-000000-2401-258300-601009		
16. RUTH CANAN	\$25.00	\$7,500.00
Account: 1001-000000-2401-258300-601009		

Ms. Houliharas and Mr. Shively will continue to work as members of the Animal Hearing Panel. Ms. Canan will continue to work as a Contract Services Specialist II. Their responsibilities will be to provide notices of hearings in writing to the aggrieved party and interested parties, and the Office Of Animal Control at least five days before the hearing; attend meetings as scheduled by the Chairperson of the Panel and conduct hearings to assure procedural due process in accordance with Panel Hearing Procedure Regulations and obtain all relevant evidence pertaining to the issues in question; and limit the evidence to that which has bearings on the issue involved at the hearings. The period of the agreement is July 1, 2020 through June 30, 2021.

17. RUTH CANAN	\$75.00	\$9,975.00
Account: 1001-000000-2401-258300-601009		

Ms. Canan will continue to work as a Contract Services Specialist II. Her responsibilities will be to provide resolution of disputes arising as result of licensing, regulation, and enforcement of certain activities

MINUTES

PERSONNEL

Health Department - cont'd

<u>Rate of Pay</u>	<u>Amount</u>
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administered by the Department's Environmental Health Section in accordance with Baltimore City Code and/or Rules and Regulations promulgated thereunder by the City. The period of the agreement is July 1, 2020 through June 30, 2021.

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|-----|------------------------|---------|-------------------|
| 18. | JOY I. FREEDMAN | \$25.00 | \$2,000.00 |
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Account: 1001-000000-2401-258300-601009

Ms. Freedman will continue to work as a member of the Animal Hearing Panel. Her responsibilities will be to provide notices of hearings in writing to the aggrieved party, any interested party, and the Office of Animal Control at least five days before the hearing; attend meetings as scheduled by the Chairperson of the Panel and conduct hearings to assure procedural due process in accordance with the Panel Hearing Procedure Regulations; obtain all relevant evidence pertaining to the issues in question and limit the evidence to that which has bearings on the issue involved at the hearings. The period of the agreement is July 1, 2020 through June 30, 2021.

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|-----|------------------------------|---------|--------------------|
| 19. | JAMIKA L. YOCHIM, RDH | \$48.00 | \$87,360.00 |
|-----|------------------------------|---------|--------------------|

Account: 6000-624021-3030-271900-601009

Ms. Yochim will continue to work as a Contract Services Specialist II. Her responsibilities will be to provide services within the two dental clinics (Eastern and Druid) and at designated outreach facilities and events; providing diagnostic, preventive and periodontal care to clinic patients, providing oral health education to clinic patients, outreach participants, participant family members and facilities staff; serving as a patient referral source for clinic services; monitoring outreach activities and off-site activities and outcomes. The period of the agreement is July 1, 2020 through June 30, 2021.

MINUTES**PERSONNEL**Health Department - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
20. MAURICE W. BLAKELY, DDS	\$82.00	\$106,600.00

Account: 1001-000000-3030-271900-601009

Mr. Blakely will continue to work as a Contract Services Specialist II. His responsibilities will be to perform general dentistry procedures which include diagnostic, preventive, periodontal, restorative, removable and fixed prosthodontics and minor oral surgery treatments; providing on-site supervision over Public Health Dental Hygienist and clinic staff; giving counsel to Program Director in the administration of off-site and outreach care services; assisting in the Development and implementation of collaborative care programs with Department clinics and community partners and assisting Program Director with clinic and program evaluations to Comply with grant funded requirements Federal, State and Local mandates. The period of the agreement is July 1, 2020 through June 30, 2021.

21. DARYL MACK	\$19.54	\$ 37,262.78
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Account: 1001-000000-3023-274000-601009

Mr. Mack will continue to work as a Contract Services Specialist II. His responsibilities will be conducting strategic outreach in high-risk communities, establishing relationships with community stakeholders and promoting opportunities for collaboration, facilitating overdose prevention and response training; making referrals to drug

MINUTES**PERSONNEL**Health Department - cont'dRate of PayAmount

treatment for people suffering from substance use disorders; conducting health and harm reduction education and counseling; conducting HIV, Hepatitis C, and STD Prevention Education with program participants and other community members; conducting pre/post HIV and Hepatitis C testing and counseling and conducting syringe exchanges and Phlebotomy duties. The period of the agreement is July 1, 2020, through June 30, 2021.

Law Department

22. **MICHAEL COMEAU** \$59.45 **\$ 71,340.00**

Account: 2036-000000-1752-175200-601009

Mr. Comeau will continue to work as a Special Chief Solicitor. He will be responsible for assisting the City Solicitor and Deputy Solicitor in advising and in representing the Mayor and City Council as counsel before the Workers' Compensation Commission and state courts in compensation claims. The period of the agreement is effective upon Board approval for one year.

Department of Planning

23. **AUSTIN DAVIS** \$43.35 **\$ 44,309.40**

Account: 1001-000000-1877-806000-601009

Mr. Davis will continue to work as a Census Project Manager. This position will be responsible for coordinating the implementation of Census 2020 Complete Count Action Plan; developing and implementing a comprehensive communication plan to increase Baltimore resident participation in Census

MINUTES

Department of Planning - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
<p>2020; making presentations on behalf of the City to the government, community and private sector stakeholders; leading the Census Executive Committee and serving as Census 2020 liaison to City Hall leadership; preparing a final report on the Census 2020 planning effort and compliance with the state census grant to include a detailed summary of outreach on what worked and what did not. This is to be completed by December 31, 2020. The period of the agreement is June 26, 2020 through December 31, 2020.</p>		
24. CEDRICK LEE	\$21.00	\$14,280.00

Account: 1001-000000-1877-806000-601009

Mr. Lee will work as an Assistant Census Project Manager. This position will be responsible for scheduling, coordinating and supporting Census events and meetings; engaging with community members, elected officials and leaders independently; assisting in coordination of production and delivery of marketing and displaying of materials; coordinating approval process among key staff; contacting coalition partners to gather data on their outreach efforts and enter data as needed; providing guidance and technical assistance and assisting in the preparation of the City's compliance report for the State's Census Grant Program. The period of the agreement is effective upon Board approval for four months.

MINUTES**PERSONNEL**

	<u>Rate of Pay</u>	<u>Amount</u>
<u>Baltimore Police Department</u>		
25. VENERA L. WILLIAMS	\$20.19	\$42,000.00
Account: 1001-000000-2044-219600-601009		
<p>Ms. Williams, retiree, will continue to work as a Contract Services Specialist I assigned to the Records and Research Section. This position is responsible for reviewing, approving and/or rejecting police reports based on FBI uniformed crime reporting standards; communicating with the BPD members regarding police report submissions; providing reports to Command Staff regarding the online reporting system and performing audits of reports entries for both workflow and quality compliance purposes. The period of the agreement is effective upon Board approval for one year.</p>		
26. DARRICK J. LEE	\$20.19	\$42,000.00
Account: 1001-000000-2042-198100-601009		
<p>Mr. Lee, retiree, will continue to work as a Contract Services Specialist I assigned to the Information Technology (IT) Section. This position is responsible for issuing and maintaining Departmental cell phones, mobile devices and body worn cameras; assisting with IT based training and serving as a Mobile Communication Technician to assist with the increased usage of technological devices agency wide. The period of the agreement is effective upon Board approval for one year.</p>		

MINUTES

PERSONNEL

	<u>Rate of Pay</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>		
27. CYNTHIA L. PHILLIPS-MOORE	\$20.19	\$42,000.00

Account: 1001-000000-2044-219600-601009

Ms. Phillips-Moore, retiree, will continue to work as a Contract Services Specialist I assigned to the Records and Research Section. This position is responsible for reviewing, and/or rejecting police reports based on FBI uniformed crime reporting standards; communicating with the BPD members regarding police report submissions; providing reports to Command Staff regarding the online reporting system and performing audits of reports entries for both workflow and quality compliance purposes. The period of the agreement is effective upon Board approval for one year.

28. KATHY L. KLINE	\$20.19	\$42,000.00
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Account: 1001-000000-2042-198100-601009

Ms. Kline, retiree, will continue to work as a Contract Services Specialist I for the Internal Affairs Division (IAD). This position handles the initial intake of complaints to the IAD from department members and/or citizens regarding police misconduct concerns; conducts preliminary investigations of all complaints received from City Hall and the Office of the Police Commissioner; conducts administrative investigations for assigned cases; interviews and obtains written statements from complainants, civilian witnesses and sworn officers; gathers case evidence including crime scene photos, body worn camera footage, roll books, Evidence Control Unit (ECU) submissions and video

MINUTES**PERSONNEL**

	<u>Rate of Pay</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>		
<p>surveillance; conducts investigation Internet searches including Facebook, Instagram and Internet histories; drafts correspondence to complainants, witnesses and attorneys; attends administrative suspension hearings; receives all requests from Legal Affairs, the State's Attorney's Office and the U.S. Attorney's Office for Office of Professional Responsibility (OPR) cases, etc. The period of the agreement is August 28, 2020 through August 27, 2021.</p>		
29. SHONDA D. WILLIAMS	\$20.19	\$42,000.00
Account: 1001-000000-2042-198100-601009		
<p>Ms. Williams, retiree, will continue to work as a Contract Services Specialist I for the Records Management Section. This position approves Part One offense reports in the InPursuit database system; verifies the information from the Part One offense reports to ensure the data coincides with the InPursuit database; inputs and/or updates data in the InPursuit database and places approval after information is verified. The period of the agreement is July 14, 2020 through July 13, 2021.</p>		
30. FRED D. WRIGHT	\$20.19	\$42,000.00
Account: 1001-000000-2042-198100-601009		
<p>Mr. Wright, retiree, will continue to work as a Contract Service Specialist I for the Forensic Services Division. This position processes investigative notices from Maryland State Police (MSP) Lab and the Convicted Offender Labs, which participates in the National DNA Index System (NDIS); performs DNA case tracking data entries; serves as a liaison for</p>		

MINUTES**PERSONNEL**

	<u>Rate of Pay</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>		
<p>Criminal Investigation Division and Laboratory Section; provides lectures for Police Officer Trainee classes on the crime lab and the Combined DNA Index System (CODIS) and processes all Maryland Public Information Act (MPIA) requests for the Laboratory Section. The period of the agreement is July 14, 2020 through July 13, 2021.</p>		
31. MYRNA O. GORDON	\$20.19	\$42,000.00

Account: 1001-000000-2042-796500-603026

Ms. Gordon, retiree, will continue to work as a Contract Services Specialist I assigned to the Evidence Control Unit. This position is responsible for the entry and accurate retention of all property that is retained by the department and several surrounding agencies; receives property and evidence submissions from police officers and lab personnel; ensures accuracy and completeness of paperwork and enters into evidence tracking system; releases property to personnel for further examination or as evidence for court; updates evidence tracking system with appropriate changes of location of the property for chain of custody and documentation of location; releases property to the public and documents same in the evidence tracking system and lifts and handles evidence submitted to Evidence Control Unit (ECU). The period of the agreement is July 07, 2020 through July 06, 2021.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>		
32. EDNA M. PRICE	\$20.19	\$42,000.00
Account: 1001-000000-2042-198100-601009		
<p>Ms. Price, retiree, will continue to work as a Contract Service Specialist I for the Evidence Control Unit. This position handles all four of the Evidence Control Unit's drug vaults; tracks and transfers various amounts of Controlled Dangerous Substances (CDS) submitted to the unit on a daily basis from agency members; organizes the various Evidence Control Unit (ECU) drug vaults and organizes the various types and amounts of CDS which have been submitted to the unit to prepare them for the drug burn for disposal. The period of the agreement is July 14, 2020 through July 13, 2021.</p>		
33. JOSEPH B. JOHNSON	\$20.19	\$42,000.00
Account: 1001-000000-2042-198100-601009		
<p>Mr. Johnson, retiree, will continue to work as a Contract Services Specialist I assigned to the Overtime Unit. This position coordinates, schedules and oversees the billing associated with multiple vendors and organizations throughout Baltimore City; partners with Special Events Unit to ensure proper staffing for city-wide events. The period of the agreement is June 9, 2020 through June 8, 2021.</p>		
34. BRAD WILLIAMSON	\$20.19	\$42,000.00
Account: 1001-000000-2024-796500-603026		
<p>Mr. Williamson, retiree, will continue to work as a Contract Services Specialist I assigned to the Evidence Control Unit. This position is responsible for the entry and accurate retention of all property that is retained by the department and several surrounding agencies; receives property and evidence submissions from police officers and lab personnel; ensures accuracy and completeness of paperwork and enters</p>		

MINUTES**PERSONNEL**

	<u>Rate of Pay</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>		
<p>into evidence tracking system; releases property to personnel for further examination or as evidence for court; updates evidence tracking system with appropriate changes of location of the property for chain of custody and documentation of location; releases property to the public and documents same in the evidence tracking system and lifts and handles evidence submitted to Evidence Control Unit. The period of the agreement is July 07, 2020 through July 06, 2021.</p>		
35. DAVID M. WERNER	\$20.19	\$42,000.00
Account: 1001-000000-2042-198100-601009		
<p>Mr. Werner, retiree, will continue to work as a Contract Services Specialist I assigned to Central Records. This position reviews original National Crime Information Center (NCIC) entries, police reports and supporting documents; contacts the victim, complainant, court and any other appropriate source or individual for follow up information; accesses local, state and federal databases for additional information; updates records on local databases and National Crime Information Center (NCTC) to reflect changes and prepares police supplemental reports. The period of the agreement is August 28, 2020 through August 27, 2021.</p>		
36. ALBERT M. DIGGS	\$20.19	\$42,000.00
Account: 1001-000000-2042-198100-601009		
<p>Mr. Diggs, retiree, will continue to work as a Contract Services Specialist I assigned to the Overtime/Secondary Employment Unit. This position coordinates, schedules and oversees the billing associated with multiple vendors including Major League Baseball (Orioles), Marriott Inner</p>		

MINUTES**PERSONNEL**

	<u>Rate of Pay</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>		
<p>Harbor, Marriott Hotel Waterfront, Marshall's Department Stores, Shopper's Food Markets, Quarantine Landfill and Target Department Stores; prepares all invoices and billing necessary to secure accurate and timely agency reimbursement of costs and expenditures associated with the hours worked by the BPD members within a secondary employment capacity. The period of the agreement is August 28, 2020 through August 27, 2021.</p>		
37. DENNIS M. KNIGHT	\$20.19	\$42,000.00

Account: 1001-000000-2042-198100-601009

Mr. Knight will continue to work as a Contract Services Specialist II. This position is responsible for coordinating and conducting interviews, coordinating and conducting background investigations; explaining policies and procedures to applicants; screening applicants, researching, reviewing and analyzing prior personnel and employment history information of candidates; coordinating and/or conducting fingerprinting and polygraph testing; coordinating medical exams; obtaining credit reports; serving as a departmental liaison to provide regular updates to candidates; advising applicants of the outcome of background processes; maintaining applicant database; conducting driving record checks; compiling background investigation reports to determine applicant suitability. The period of the agreement is August 28, 2020 through August 27, 2021.

MINUTES

PERSONNEL

	<u>Rate of Pay</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>		
38. PATRICIA A. D. DAVIS	\$20.19	\$42,000.00

Account: 1001-000000-2042-198100-601009

Ms. Davis, retiree, will continue to work as a Contract Services Specialist I - assigned to the Evidence Control Unit. This position will be responsible for completion of the Evidence Control Unit (ECU) administrative paperwork; distributing Return to Claimant (RTC) letters for individuals to claim their property; filing all property disposition forms for the Evidence Control Unit and serving as a substitute for the short staffed evidence control counter. The period of the Agreement is effective upon Board approval for one year.

39. DOUGLAS W. KERR	\$20.19	\$42,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Kerr, retiree, will continue to work as a Contract Services Specialist I assigned to the Asset Management Section. This position is responsible for inventory and accountability of all departmental equipment; maintains the work order system, coordinates building maintenance, inventory control, material requisitions, solid waste disposal and facility reservations; identifies and labels all non-expendable property and enters into the database. The period of the agreement is August 28, 2020 through August 27, 2021.

MINUTES**PERSONNEL**

	<u>Rate of Pay</u>	<u>Amount</u>
<u>Baltimore Police Department - cont'd</u>		
40. KAREEN A. HILL	\$20.19	\$42,000.00

Account: 1001-000000-2024-796500-603026

Mr. Hill, retiree, will continue to work as a Contract Services Specialist I. This position is responsible for the entry and accurate retention of all property retained by the Police Department and several surrounding agencies; receiving property/evidence submissions from police officers and lab personnel; ensuring accuracy/completeness of paperwork and enters into evidence tracking system; releasing property to personnel for further examination/evidence for court; updating tracking system with appropriate changes of location of the property for chain of custody and documentation of location; releasing property to the public and documents same in the tracking system and lifting and handling evidence submitted to Evidence Control Unit. The period of the agreement is September 01, 2020 through August 31, 2021.

41. ANIBAL D. FERNANDEZ	\$20.19	\$42,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Fenandez, retiree, will work as a Contract Services Specialist I. His duties will include, but are not limited to entry and accurate retention of all property retained by the Department and several surrounding agencies; receives property and evidence submissions from police officers and laboratory personnel; ensures accuracy and completeness of paperwork and enters into evidence tracking system releases property to personnel for further examination or as evidence for court; updates evidence tracking system with appropriate changes of location of the property for chain of custody and documentation of location; releases property to the public and documents same in the evidence tracking system and lifts and handles evidence submitted to the Evidence Control Unit.

MINUTES**PERSONNEL**

Department of Public Works

42. Abolish the following three vacant Positions:

A. Position No.: 22720

Classification: Labor Crew Leader I
Job Code: 52942
Grade: 426 (\$33,420.00 - \$35,615.00)

B. Position No.: 33692

Classification: Office Support Specialist III
Job Code: 33213
Grade: 078 (\$32,433.00 - \$37,401.00)

C. Position No.: 22470

Classification: Office Support Specialist II
Job Code: 33212
Grade: 075 (\$30,527.00 - \$34,700.00)

D. Create the following Position:

Classification: Data Fellow
Job Code: 00141
Grade: 99F (\$60,000.00 - \$65,000.00)

Position No.: To be assigned by BBMR

Cost: \$94,996.00 - 2071-000000-5571-609400-601001

These positions are to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

PERSONNEL

Department of Public Works - cont'd

43. A. Create the following Position:

Classification: Operations Officer II
Job Code: 00086
Grade: 927 (\$66,118.00 - \$105,788.00)
Position No.: To be assigned by BBMR

B. Abolish the following vacant Position:

Position No.: 20000

Classification: Safety Enforcement Officer II
Job Code: 33642
Grade: 088 (\$45,171.00 - \$54,728.00)

C. Abolish the following vacant Position

Position No.: 23348

Classification: Laborer Crew Leader I
Job Code: 52932
Grade: 486 (\$33,426.00 - \$34,944.00)

Cost: \$116,868.00 - 2070-000000-5501-393000-601001

This position is to be considered a Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES**PERSONNEL**

Department of Public Works - cont'd

44. Abolish the following two Positions:

A. Position No.: 46324

Classification: Water Treatment Technician III
Job Code: 54313
Grade: 437 (\$45,030.00 - \$51,836.00)

B. Position No.: 23762

Classification: Secretary II
Job Code: 33232
Grade: 078 (\$32,433.00 - \$37,401.00)

C. Create the following Position:

Classification: Operations Specialist I
Job Code: 00083
Grade: 906 (\$53,001.00 - \$84,673.00)
Position No.: To be assigned by BBMR

Cost: \$37,120.00 - 2071-000000-5531-398600-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

PERSONNEL

Department of Recreation and Parks

	<u>Rate of Pay</u>	<u>Amount</u>
45. NICOLE K. MCDANIELS	\$28.56	\$54,435.36

Account: 5000-577718-4781-363900-601009

Ms. McDaniels will continue to work as a Contract Services Specialist II. Her duties will include, but not be limited to planning, developing and implementing in-service training programs for park maintenance staff; coordinating trainings with subject matter experts; updating Park Maintenance Technician Handbook; collaborating with the Department of Natural Resources, Maryland Park Service to create, develop and implement green jobs training programs for youth; developing educational activities and designing work assignments; supervising team leaders and overseeing daily programs; developing and overseeing collaboration with various supplemental workforce groups including the CJC, ROCA and Green Cadets; writing proposals; coordinating work assignments; and supervising work projects. This is a 2% increase in the hourly rate from the previous contract period. The period of the agreement is June 27, 2020 through June 26, 2021.

46. MELISSA NEILL	\$22.00	\$33,880.00
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Account: 6000-680518-4792-658800-601009

Ms. Neill will work as a Contract Services Specialist II. Her duties will include, but not be limited to implementing of the forest immersion program for children and families; evaluating teachers and program through observation, documentation and dialogue with teachers and families; providing critical feedback for teachers regarding methodology and strategies employed with young children;

MINUTES

PERSONNEL

Department of Recreation and Parks - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
<p>administering registration and online payments through Civic Rec platform; supporting volunteers evaluation; managing program supplies and resources; evaluating success of program and goals; producing documentation and materials (child artifacts and work samples) that document child learning; producing materials that describe and promote the program; communicating with current families about children's progress and/or individualized needs; communicating with prospective families about the developmental benefits of the program and helping develop and evaluate events for the forest immersion program families, and partner with other community organizations to provide depth and breadth in cohesive school-year program model. The period of the agreement is one year.</p>		
47. HANSBERRY R. MOORE	\$11.00	\$11,440.00

Account: 1001-000000-4803-746800-601009

Mr. Moore, retiree, will work as a Contract Services Specialist II. His duties will include, but not be limited to supervising the recreation center and gym during the Mayor's Violence Reduction Initiative during extended evening and weekend program hours as well as during open gym hours. This is a 1% increase in the hourly rate from the previous contract period and is in compliance with AM 212-11, Part 1.

MINUTES**PERSONNEL**State's Attorney Office (SAO)

	<u>Rate of Pay</u>	<u>Amount</u>
48. YUVELQUI R. RATTIGAN	\$44.58	\$85,000.00

Account: 4000-482420-1156-117900-601009

Ms. Rattigan will continue to work as a Contract Services Specialist II. Her duties will include, but not be limited to providing individual therapy for child witnesses; working closely with the Baltimore Police Department's Homicide Unit and the Baltimore Child Abuse Center to advocate on behalf of child homicide witnesses throughout the court process; providing family and individual counseling sessions and facilitating youth support groups; assisting clients with obtaining services from social service agencies; conducting outreach to schools, churches, and other local organizations serving youth to increase awareness; attending community events and representing the SAO and the Family Bereavement Center and providing counseling, court support, and other services to survivors of homicide victims. The period of the agreement is July 5, 2020 through July 4, 2021.

49. TRACY SNOWDEN	\$26.52	\$33,100.00
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Account: 1001-000000-1150-118000-601009

Ms. Snowden will work as a Contract Services Specialist II. Her duties will include, but not be limited to managing a database that tracks lab results from the Baltimore Police Department; tracking lab results for every trial, post-conviction petition, DNA post-conviction petition, Actual Innocence petition, motions to reopen petitions, and various new trial motions; communicating both in person and orally with the Baltimore Police Department, Assistant State's Attorney, and Circuit Court employees, providing office support work involving legal documents and their process. The period of the agreement is July 5, 2020 through July 4, 2021.

MINUTES

PERSONNEL

SAO - cont'd

	<u>Rate of Pay</u>	<u>Amount</u>
50. ALBERT M. MARCUS, SR.	\$28.29	\$53,940.00

Account: 1001-000000-1150-118000-601009

Mr. Marcus, retiree, will work as a Contract Services Specialist II. His duties will include, but not be limited to Investigating felony, domestic violence, and violent crime cases; locating and interviewing witnesses; and acting as a liaison with police agencies. The period of the agreement is July 5, 2020 through July 4, 2021,

Enoch Pratt Free Library

51. A. Create the following classification:

Position No.: 15865

Classification: Social Worker II

Job Code: 01984

Grade: 092 (\$53,354.00 - \$64,967.00)

B. Reclassify the following vacant Position:

Position No.: 15865

From: Secretary I

Job Code: 00705

Grade: 075 (\$30,527.00 - \$34,700.00)

To: Social Worker II

Job Code: 01984

Grade: 092 (\$53,354.00 - \$64,967.00)

Cost: \$32,767.00 - 1001-000000-4501-592700-601001

MINUTES**PERSONNEL**Enoch Pratt Free Library - cont'd

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 200-4.

MINUTES

Department of Housing and - First Grant Amendment for Community
Community Development Catalyst Operating Grants Program

ACTION REQUESTED OF B/E:

The Board is requested to approve the form to be used for the First Amendment for Community Catalyst Operating Grants (First Amendment) Program for grantees who will receive additional emergency funding to support operations during the COVID-19 pandemic. The First Amendment extends the period of the Grant Agreement for twelve months from the termination of the original grant agreement.

AMOUNT OF MONEY AND SOURCE:

CCG Grantees and Recommended Additional Funding						
	CCG Operating Grantees	Previously Awarded Grant Amount	Date BOE approved Budget and Scope of Work	Recommended Emergency Funding Amount	Emergency Funds Will Support	Extension to be added to the term of the grant by the Form Amendment
1	Arch Social Community Network	\$75,000.00	October 16, 2019	\$45,000.00	fiscal stability, ability to pivot operations for COVID-19 support	12 months
2	Baltimore Roundtable for Economic Democracy (Approved switch to the Working World by BOE on February 12, 2020)	\$47,000.00	October 30, 2019	\$35,000.00	fiscal stability, ability to pivot operations for COVID-19 support	6 months
3	Baltimore Youth Kinetic Energy Collective	\$40,000.00	October 16, 2019	\$30,000.00	fiscal stability, continuity of operations	12 months

MINUTES

Department of Housing and - cont'd
Community Development

4	Belair-Edison	\$48,000.00	October 16, 2019	\$40,000.00	fiscal stability, continuity of operations	12 months
5	Black Women Build	\$65,000.00	October 2, 2019	\$55,000.00	fiscal stability, continuity of operations	12 months
6	BRIDGES	\$70,000.00	October 2, 2019	\$35,000.00	continuity of operations	12 months
7	Central Baltimore Partnership	\$40,000.00	October 16, 2019	\$20,000.00	fiscal stability, continuity of operations, ability to pivot operations for COVID-19 support	6 months
8	Cherry Hill Development Corporation	\$75,000.00	October 2, 2019	\$40,000.00	continuity of operations, ability to pivot operations for COVID-19 support	12 months
9	Clergy United for the Transformation of Sandtown	\$50,000.00	October 30, 2019	\$45,000.00	fiscal stability, continuity of operations	12 months
10	Coppin Heights CDC	\$75,000.00	October 16, 2019	\$50,000.00	continuity of operations	12 months
11	East North Avenue CDC	\$50,000.00	October 16, 2019	\$40,000.00	fiscal stability, continuity of operations	12 months
12	Endside Out	\$50,000.00	October 30, 2019	\$40,000.00	continuity of operations, ability to pivot operations for COVID-19 support	12 months

MINUTES

Department of Housing and - cont'd
Community Development

13	Garrison Restorative Action	\$45,000.00	October 30, 2019	\$25,000.00	continuity of operations, ability to pivot operations for COVID-19 support	12 months
14	Greater Baybrook Alliance	\$50,000.00	October 16, 2019	\$35,000.00	fiscal stability, ability to pivot operations for COVID-19 support	12 months
15	Habitat For Humanity Chesapeake	\$40,000.00	October 30, 2019	\$20,000.00	fiscal stability, continuity of operations, ability to pivot operations for COVID-19 support	12 months
16	Historic East Baltimore Community Action Coalition	\$47,000.00	October 16, 2019	\$30,000.00	fiscal stability, ability to pivot operations for COVID-19 support	12 months
17	Holy Nativity & St. John Development Corporation	\$50,000.00	October 30, 2019	\$30,000.00	fiscal stability	12 months
18	Intersection of Change	\$48,000.00	October 30, 2019	\$20,000.00	fiscal stability, ability to pivot operations for COVID-19 support	6 months
19	Leaders of a Beautiful Struggle	\$75,000.00	October 16, 2019	\$40,000.00	fiscal stability, continuity of operations	12 months

MINUTES

Department of Housing and - cont'd
Community Development

20	Neighborhood Design Center	\$25,000.00	October 30, 2019	\$20,000.00	fiscal stability	12 months
21	Parks & People	\$40,000.00	October 2, 2019	\$20,000.00	fiscal stability, continuity of operations	6 months
22	Southwest Partnership	\$47,000.00	October 2, 2019	\$40,000.00	fiscal stability, continuity of operations	12 months
23	St. Francis Neighborhood Center	\$49,000.00	October 2, 2019	\$35,000.00	fiscal stability, ability to pivot operations for COVID-19 support	6 months
24	Station North Tool Library	\$70,000.00	October 16, 2019	\$40,000.00	fiscal stability, continuity of operations	12 months
25	Upton Planning Committee	\$40,000.00	October 30, 2019	\$20,000.00	fiscal stability, ability to pivot operations for COVID-19 support	9 months

\$850,000.00 - 1001-000000-5930-599700-607001

BACKGROUND/EXPLANATION:

The Department created the Community Catalyst Grants Program (CCG), a \$5,000,000.00 initiative, to leverage assets and support community-led organizations to increase their capacity and ability to undertake neighborhood revitalization initiatives.

MINUTES

Department of Housing and - cont'd
Community Development

On March 7, 2019, the City awarded 35 organizations a total of \$1,750,000.00 in operating funds. On September 18, 2019, the Board approved a Form Agreement for Grantees and a Form Agreement for Grantees with Fiscal Agents. Individual grant agreements for the 35 grantees were approved in groups by the Board on October 2, 2019 (8 grantees), October 16, 2019 (10 grantees), October 30, 2019 (15 grantees) and November 6, 2019 (2 grantees).

On May 20, 2020, the Housing Commissioner of DHCD notified 25 grantees that they would receive additional emergency funding in a total amount of \$850,000.00 in operating funds to support their operations during the COVID-19 crisis. A list of 25 of the grantees, including the original award and the additional recommended grant funds, is attached.

The First Amendment awards the additional funds to 25 grantees to support their fiscal stability, continuity of operations, and ability to pivot programmatic operations for COVID-19 support. A separate Board action will go before the Board for one other grantee (Impact Hub Baltimore) to request approval for additional recommended funds and a change in the grantee's Fiscal Agent.

Funds for the amendment will be provided from DHCD's FY21 General Funds account. The form for the First Amendment is before the Board now to ensure that funds will be available to grantees receiving emergency funding as soon as FY21 begins.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the form to be used for the First Amendment for Community Catalyst Operating Grants Program for grantees who will receive additional

MINUTES

Department of Housing and - cont'd
Community Development

emergency funding to support operations during the COVID-19
pandemic.

MINUTES

Department of Housing and - Grant Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Grant Agreement with the City Life-Community Builders Ltd. The period of the Agreement is for 12 months effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

\$125,000.00 - 9910-9588-903241 - City Life-Community Builders Ltd.

BACKGROUND/EXPLANATION:

The Department's community development strategies focus resources in divested and overlooked communities where City funds will spur growth and transformation and additional investment. The Department created the Community Catalyst Grants Program (CCG), a \$5,000,000.00 initiative to leverage assets and support community-led efforts that are essential to a neighborhood's vitality.

In January 2019, the Department released the CCG Capital Grant Guidelines and Application. On August 28, 2019, the Mayor awarded 25 organizations a total of \$3,093,668.00. Through the CCG Capital program, City Life-Community Builders, Ltd. was awarded \$125,000.00 for tenant improvements to the Hoen Building, located at 2100 East Biddle Street, which is serving as the organization's new headquarters. CCG funds are being used to offset costs associated with renovation of the office space, an architect, and legal fees.

MBE/WBE PARTICIPATION:

The Grantee has signed a Commitment to Comply on May 13, 2020.

AUDITS HAS REVIEWED AND HAS NO OBJECTION TO APPROVAL.

APPROVED FOR FUNDS BY FINANCE.

MINUTES

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with the City Life-Community Builders Ltd. The Acting City Solicitor **ABSTAINED**.

MINUTES

Office of the City Council - Governmental/Charitable
Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to endorse a Governmental/Charitable Application for submission to the Board of Ethics of Baltimore City to allow Mr. Zeke Cohen and staff to solicit donations for a Leadership for Educational Equity Public Policy Fellow for the First District City Council Office. The period of the campaign, will be effective upon Board approval through June 1, 2021.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

BACKGROUND/EXPLANATION:

Donations will be solicited from Baltimore businesses, civic leaders, the foundation community, and the general population. A potential donor list will be comprised of individuals and corporate entities that contribute to the economic, social, and cultural vitality of Baltimore City. Most of the individual and corporate entities fitting that description are not controlled donors. However, those potential donors who are controlled donors with respect to the City Council or the Board of Estimates will not be targets or singled out in any way and will be solicited, if at all, in the same manner as the other potential donors.

Leadership for Educational Equity's mission is to end the injustice of educational inequity by inspiring and supporting a diverse set of leaders with classroom experience to engage civically and politically. Leadership for Educational Equity's Public Policy Fellowship Program is a full-time program where a diverse group of exceptional Leadership for Educational Equity members work in policy roles for government entities and learn from policy and elected leaders.

MINUTES

Office of the City Council - cont'd

Councilman Zeke Cohen's office provides a strategic and diverse platform for these talented individuals to work directly with local leaders in developing and advancing policy initiatives and fostering valuable relationships. This funding will explicitly fund one Public Policy Fellow for the First District City Council Office. There is a need in our City Government to enlist such individuals into our offices to promote a more equitable Baltimore.

Councilmember Cohen chairs the Education and Youth Committee of the Baltimore City Council and serves on the Public Safety, Executive Appointments, and Housing and Urban Affairs Committees. Our office believes policy development should be guided by and carried out in partnership with the communities we serve. Since entering office, Councilmember Cohen has sought to further increase the relevancy of the Education and Youth Committee by collaborating closely with youth and education advocates and using the committee as a platform for advocacy campaigns. Though these collaborations, students access to public transportation was protected from cuts and desperately needed funds were put into our public schools and after-school programs in the city's 2017-18 budget.

A Public Policy Fellow would provide our office with greater capacity to research and propose local policy solutions that could increase youth access to yearlong employment, expand trauma-informed and restorative practices in all public facilities serving youth, and enhance protections for transgender students. The Fellow would be an essential resource for our office to work and collaborate with various community stakeholders to expand opportunities for Baltimore's youth.

Baltimore City Code Article 8, Section 6-26, prohibits solicitation or facilitating the solicitation of a gift.

MINUTESOffice of the City Council - cont'd

An exception was enacted in 2005 to permit certain solicitations that are for the benefit of an official governmental program or activity, or a City endorsed charitable function or activity. Ethics Regulation 96.26B sets out the standards for approval, which includes the requirement that the program, function or activity to be benefited and the proposed solicitation campaign must be endorsed by the Board of Estimates or its designee.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board endorsed the Governmental/Charitable Application for submission to the Board of Ethics of Baltimore City to allow Mr. Zeke Cohen and staff to solicit donations for a Leadership for Educational Equity Public Policy Fellow for the First District City Council Office. The Mayor **ABSTAINED.** The President **ABSTAINED.**

MINUTES

Baltimore Development - Second Amendment to Lease Agreement Corporation (BDC)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Second Amendment to the Lease Agreement with the Baltimore City Office of Civil Rights and Wage Enforcement, Tenant, for the rental of the 9th floor of the City-owned property known as 7 East Redwood Street.

AMOUNT OF MONEY AND SOURCE:

<u>MONTHLY INSTALLMENT</u>	<u>ANNUAL RENT</u>	
\$ 9,919.87	\$119,038.44	June 1, 2020 - May 31, 2021
\$10,220.28	\$122,643.36	June 1, 2021 - May 31, 2022
\$10,527.08	\$126,324.96	June 1, 2022 - May 31, 2023
\$10,840.27	\$130,083.24	June 1, 2023 - May 31, 2024
\$11,166.24	\$133,994.88	June 1, 2024 - May 31, 2025

BACKGROUND/EXPLANATION:

The existing term of the lease ended on June 1, 2020. Under the second amendment, the Lease Term will be extended for an additional term of five years commencing June 1, 2020 through May 31, 2025.

This lease has been reviewed by the Baltimore City Office of Civil Rights and Wage Enforcement and the City's Office of Real Estate. Both agencies recommend Board of Estimates approval.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Second Amendment to the Lease Agreement

MINUTES

BDC - cont'd

with the Baltimore City Office of Civil Rights and Wage Enforcement, Tenant, for the rental of the 9th floor of the City-owned property known as 7 East Redwood Street.

MINUTES

EXTRA WORK ORDERS AND TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following pages:

2501 - 2506

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

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.

MINUTES**EXTRA WORK ORDERS**

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

Department of Transportation/DOT
Engineering and Construction

1. EW0 #004, \$849,703.60 - TR 18010, Urgent Need Contract Citywide
\$2,349,931.00 \$516,896.85 P. Flanigan - 95.40%
& Sons, Inc.

This authorization is requested on behalf of the Department of Transportation for additional quantities to the existing bid items for the resurfacing of Cross Country Boulevard from Kelly Avenue Bridge to Greenspring Avenue. The work required asphalt placement, curb and gutter structure adjustment, ADA ramps and sidewalk repair. The scope of work for this contract includes, but is not limited to the repair, reconstruction, rehabilitation, removal, resurfacing, and/or improvement of portions of existing roadway pavements, curbs, curbs and gutters, sidewalks, utility surface, structure adjustments, and appurtenances. The work may be at any area within the City limits. The work was performed prior to Board of Estimates approval. An Engineer's Certificate of Completion has not been issued

MWBOO SET GOALS OF 19% FOR MBE AND 7% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON DECEMBER 2, 2019.

MINUTES

EXTRA WORK ORDERS

Contract Awd. Amt.	Prev. Apprvd. Extra Work	Contractor	Time Ext.	% Compl.
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Department of Transportation

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$277,159.14 GF (HUR)	9950-920008-9509 Constr. Res. Highlandtown Complete Streets	
700,000.00 <u>General Funds</u>	9950-915045-9528 Inner Harbor Safety Improvements	
\$977,159.14	-----	9950-904875-9514-2 Contingencies Res JOC Urgent Need Contract Citywide

This transfer will fund the costs associated with Change Order No. 4 on Project TR 18010, Urgent Need Contract Citywide with P. Flanigan & Sons, Inc.

Department of Recreation & Parks

3. EWO #009, \$21,678.95 - RP 17806, Cahill Fitness and Wellness Center				
\$17,698,000.00	\$205,101.05	Dustin Construction, Inc.	-	60%

This authorization request is necessary to undercut and remediate unsuitable soils at the building pad "B" and at footing locations, which was discovered during the excavation operation.

MINUTES

EXTRA WORK ORDERS

Contract Awd. Amt.	Prev. Apprvd. Extra Work	Contractor	Time Ext.	% Compl.
-----------------------	-----------------------------	------------	--------------	-------------

Department of Recreation & Parks - cont'd

The Department of Recreation & Parks and the Engineer have reviewed all costs and found the cost to be reasonable and acceptable for this type of work. The change order was requested by the DRP.

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals established in the original agreement.

MWBOO SET GOALS OF 18% FOR MBE AND 4% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON APRIL 8, 2020.

- 4. EWO #010, \$29,443.68 - RP 17806, Cahill Fitness and Wellness Center

\$17,698,000.00	\$226,780.00	Dustin Con-	-	60%
		struction,		
		Inc.		

This authorization request is necessary to make grading changes and changes to the micro-bioretenion and bioretention facilities. These modifications, which include the addition of observation wells, gabion stone trash rack, rat guard, and bio materials were needed for approval of the site permit. The DRP and the Engineer have reviewed all costs and found the cost to be reasonable and acceptable for this type of work. The change order was requested by the DRP.

MINUTES

EXTRA WORK ORDERS

Contract Awd. Amt.	Prev. Apprvd. Extra Work	Contractor	Time Ext.	% Compl.
-----------------------	-----------------------------	------------	--------------	-------------

Department of Recreation & Parks - cont'd

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals established in the original agreement.

MWBOO SET GOALS OF 18% FOR MBE AND 4% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON APRIL 9, 2020.

5. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$50,000.00	9938-904119-9475	9938-908049-9474
2 ND Parks & Public Facilities	Park Building Renovations (Reserve)	Cahill Community Center (Active)

This transfer will provide fund to cover the costs associated with authorized changes orders for RP 17806, Cahill Fitness & Wellness Center.

6. EWO #011, \$8,544.93 - RP 17806, Cahill Fitness and Wellness Center

\$17,698,000.00	\$256,223.68	Dustin Con- struction, Inc.	-	67%
-----------------	--------------	-----------------------------------	---	-----

This authorization request is necessary to relocate the proposed new retaining wall at the outdoor basketball court, which is necessary to avoid any conflict with an existing fiber optic line.

MINUTES

EXTRA WORK ORDERS

Contract Awd. Amt.	Prev. Apprvd. Extra Work	Contractor	Time Ext.	% Compl.
-----------------------	-----------------------------	------------	--------------	-------------

Department of Recreation & Parks - cont'd

The DRP and the Engineers at GWWO, Inc. and RK&K have reviewed all costs and found the cost to be reasonable and acceptable for this type of work. The change order was requested by the DRP.

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals established in the original agreement.

MWBOO SET GOALS OF 18% FOR MBE AND 4% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON MAY 1, 2020.

- 7. EWO #012, \$2,785.32 - RP 17806, Cahill Fitness and Wellness Center
- | | | | | |
|-----------------|--------------|---------------------------|---|-----|
| \$17,698,000.00 | \$264,768.61 | Dustin Construction, Inc. | - | 67% |
|-----------------|--------------|---------------------------|---|-----|

This authorization request is necessary to make wall modifications by adding steel plates, metal framing, and wood siding on the interior walls in order to complete the roofing at two intersecting exterior walls of the gymnasium.

MINUTES**EXTRA WORK ORDERS**

Contract	Prev. Apprvd.		Time	%
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext.</u>	<u>Compl.</u>
<u>Department of Recreation & Parks - cont'd</u>				

The DRP and the Engineers at GWWO, Inc. and RK&K have reviewed all costs and found the cost to be reasonable and acceptable for this type of work. The change order was requested by the DRP.

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals established in the original agreement.

MWBOO SET GOALS OF 18% FOR MBE AND 4% FOR WBE.

THE EAR WAS APPROVED BY MWBOO ON MAY 1, 2020.

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:

2508 - 2525

to the low bidders meeting the specifications

or rejected bids on those as indicated

for the reasons stated.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Recreation & Parks

1. RP 19803, Patterson Lighting Maintenance, \$694,125.00
 Park Athletic Field Inc.
 Lighting

MBE: Malill, LLC \$44,890.00 4.7%

WBE: Empire Landscape, LLC \$ 9,641.25 1.0%

MWBOO FOUND VENDOR IN COMPLIANCE ON 05/21/2020.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
2. \$729,000.00	9938-909064-9475	
State	Program Open Space (Reserve)	
243,000.00	9938-909064-9475	
	1 st Parks & Public Facilities (Reserve)	
-----	FY16 Athletic Field Renovation	
\$972,000.00	-----	9938-910064-9474 FY16 Athletic Field Renovation

This transfer will provide funds to cover the costs associated with the award of Patterson Park Athletic Field Lighting Contract No. RP 19803 to Lighting Maintenance, Inc.

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

February 24, 2020

City of Baltimore, City Hall
Clerk of the Board
ROOM 204
100 N. Holliday Street
Baltimore, MD 21202

VIA: Email and Federal Express Priority Overnight

Re. SDC7778 Drainage Repairs and Improvements at Various Locations

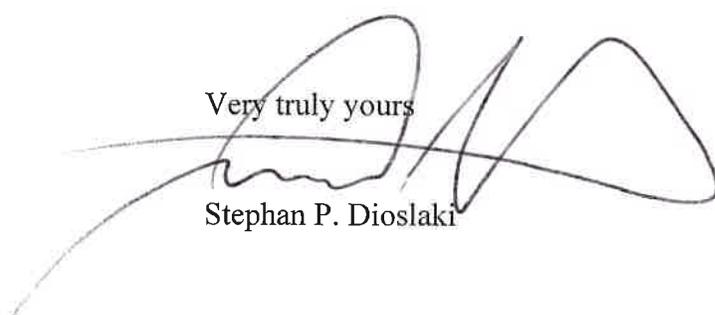
Attention: Harriette Taylor, Clerk of the Board

Dear Harriette,

We wish to provide the attached Affidavit from R&R Contracting Utilities Inc as a supplement to our February 24, 2020 Protest regarding the above captioned CONTRACT. As you will see, this attestation and certifies that R&R is in Agreement with either of the Part B forms (Exhibits B and D) in question as described in great length in Metra's protest letter.

Please feel free to contact us with any questions you may have.

Very truly yours



Stephan P. Dioslaki

Encl.

C Latonia Walston
Paul DeSantis
Tamara Brown
Michael Mullen, Esq.
Joan Pratt
Harriette Taylor
Baltimore City Board Members

/spd.

Affidavit by R&R Contracting Utilities Inc.

DATED February 24, 2020

I hereby attest and certify that R&R agrees to either of the two PART B forms (Page 184) in the SDC7778 Bid described in Metra's letter of February 24, 2020 as Exhibits B and Exhibit D.



R&R Contracting Utilities Inc.

Jennifer DiPietro, President

2/24/20

Sign, Print and date

Exhibit B

**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: Metra Industries
Name of MBE or WBE: (circle one) R&R Contracting Utilities, Inc

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 135,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 4 %

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

African American	<u>N/A</u>	%	Asian American	<u>N/A</u>	%
Hispanic American	<u>N/A</u>	%	Native American	<u>N/A</u>	%

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] _____ Date 1.15.2020
Signature of Prime Contractor (REQUIRED)

[Signature] _____ Date 1/3/20
Signature of MBE or WBE (REQUIRED)

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

Exhibit D

**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: Metra Industries
Name of MBE or WBE: (circle one) R&R Contracting Utilities, Inc.

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 5,135,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 4% WP

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

African American N/A % Asian American N/A %
Hispanic American N/A % Native American N/A %

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]
Signature of Prime Contractor (REQUIRED) Date 1.15.2020

[Signature]
Signature of MBE or WBE (REQUIRED) Date 1/3/20

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

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works

3. SDC 7778, Drainage Civil Construction, \$3,957,335.00
 Repairs and Improvements LLC
 at Various Locations

MBE:	Pipeline Investigations, Inc.	\$400,000.00	10.10%
WBE:	Acorn Supply & Distributing, Inc.	\$ 39,500.00	1.00%
	Rowen Concrete, Inc.	119,000.00	3.00%
		<u>\$158,500.00</u>	<u>4.00%</u>

MWBOO FOUND VENDOR IN COMPLIANCE ON MARCH 10, 2020.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
4. \$4,273,921.90	9958-902715-9522	9958-905912-9520
(Revenue Bonds)	Northeast Baltimore	Construction
	Drainage	

The transfer will cover the costs of SDC 7778, Drainage Repairs and Improvements at Various Locations.

A PROTEST WAS RECEIVED FROM METRA INDUSTRIES.

METRA INDUSTRIES

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

February 24, 2020

City of Baltimore, City Hall
Clerk of the Board
ROOM 204
100 N. Holliday Street
Baltimore, MD 21202

VIA: Email and Federal Express Priority Overnight

Re. SDC7778 Drainage Repairs and Improvements at Various Locations

Attention: Harriette Taylor, Clerk of the Board

Dear Harriette,

Pursuant to Section II Protest Regulations, Metra Industries, Inc. (the "Protestant") hereby respectfully submits this letter as its PROTEST.

This protest is in response to Baltimore City's letter of February 7, 2020 received by Metra on February 14, 2020 (attached as "Exhibit A") stating that Metra's bid submission for SDC7778 was "non-compliant" and that it contained "a material defect of the contract".

The letter states that there was a "material defect" that occurred on Metra's MBE "Part B" form explaining that "The changes made to the form were not initialed by both parties." We respectfully disagree. Per the Instructions to Bidders, the Bidder must submit TWO (2) copies of its bid submission package. Please see Metra's form "Part B" (copy attached as "Exhibit B") submitted by Metra in one of those two required sets with our bid package. You will see that we did indeed submit PART B in question and that it was properly filled out and executed with no changes. Please note that it is executed by both the Prime Contractor and the Subcontractor and (again) there are no changes on this form. By virtue of the form and content of this Part B there is complete support that the prime contractor (Metra) and the WBE subcontractor (R&R) are in agreement.

On a prior matter (for a bid protest on SDC7771 on April 19, 2016 – please see attached "Exhibit C") The City's determination on an issue with very similar circumstances was:

"...uninitialed corrections are merely clerical errors/technical mistakes, i.e., matters of form, not substance and of no consequence. The Court of Appeals in Mahool... has held that slight irregularities in a bid not affecting its substantial characteristics may be disregarded. Accordingly, the Board has the authority to accept [the] Bid ... and recommend award."

This pointedly applies to the current situation and PROTEST we bring before The Board now. On that bid protest for SDC7771, uninitialed changes were made by R.E. HARRINGTON (the apparent low bidder) on bid submission forms which included but were not limited to MBE WBE forms. Notwithstanding the bid protest by the apparent 2nd low bidder for uninitialed changes, The City, still awarded to HARRINGTON who's bid contained uninitialed changes both to the MBE WBE papers as well as to the Bid Proposal itself. As you will see in Exhibit C, the apparent 2nd low bidder for SDC7771 protested on the basis of these uninitialed changes but the City's determination concludes by saying:

“Harrington's uninitialed corrections are merely clerical errors/technical mistakes, i.e., matters of form, not substance and of no consequence. The Court of Appeals in Mahool, cited above, has held that slight irregularities in a bid not affecting its substantial characteristics may be disregarded. Accordingly, the Board has the authority to accept Harrington's Bid should DPW determine that Harrington is the low bidder and recommend award.”

It was called to Metra's attention by the City that on our SDC7778 bid submission now in question, in the other one of the two required sets of our bid package there was this form "Part B" that we have included a copy of in "Exhibit D" attached to this letter. Exhibit D is the EXACT SAME THING (as it should be) as Exhibit B. You will see the dollar amount, the form, the content – everything – is exactly the same. The only one slight difference is that Exhibit D contains a mere clerical error/technical mistake which may and should be disregarded. Both Exhibit B and Exhibit D (thus the two required sets for submission) are in complete agreement with one another. However, Exhibit D indicates that there was an inadvertent, clerical/cosmetic mistake which was corrected in favor of the amount agreed to (and stated on the form itself and supported by Exhibit B) by and between R&R (the WBE subcontractor) and Metra Industries (the Prime Contractor). The mistake was corrected and initialed by "WP" (Metra's General Superintendent, William Pugh), in favor of the correct dollar amount. If need be, the subcontractor in question (R&R) will attest to the fact that they are in agreement with EITHER (or, for that matter BOTH) of these forms (and of course, rightfully so because they are both identical indicating the same exact thing). We respectfully suggest that, as previously ruled and determined by the Board, this extremely minor, cosmetic, clerical matter (missing initials by one of the two parties on one of the two exact same forms) is totally curable and waivable. Especially since it may result in at least a \$308,525 increase to the City. This is a completely unnecessary burden that will be borne by the City tax payers and rate payers.

If ever there was a time when The City's prior determination on the very same issue (from SDC7771) should apply, NOW IS THAT TIME.

In addition to “Part B”, the City’s February 7, 2020 letter speaks of AB Trucking, an MBE subcontractor listed by Metra to represent 1.49% of the 10% MBE GOAL on this project. Please know that, in good faith, AB Trucking made a firm representation to Metra that they were indeed a Baltimore City certified MBE at time of bid by virtue of executing the form(s) along with us that we had submitted with our bid. The City’s February 7, 2020 letter states: “AB Trucking & Contracting LLC was not certified with Baltimore City as an MBE at the time of bid opening.” Please see attached Exhibit E which plainly shows that AB Trucking & Contracting LLC’s MBE Certification has an **Extension Date through February 29, 2020**. Bids for this project were originally scheduled to be received and opened on January 8, 2020. This bid date was postponed by The City to January 15, 2020 via addendum. As you will see in Exhibit E, AB Trucking’s MBE Certification was a two-year period from January 5, 2018 through January 5, 2020 and extended to February 29, 2020 pending the renewal process that it is currently in. In any event and regardless of everything, **AB Trucking’s renewal will be in place WELL IN ADVANCE** of any work which is intended for them well in advance of the Contract Award, Notice to Proceed and / or the Preconstruction meeting. And therefore, for practical (as well as technical) purposes there has been no “lapse” and there will be no “lapse” whatsoever in MBE Certification(s) and/or performance and both the intent and requirements have surely been met.

In accordance with Section II Protest Regulations Paragraph 3, Subsection C (*“The written protest shall include a description as to how the protestant will be harmed by the proposed Board action.”*): The protestant will be harmed because it penalizes Metra, the lowest responsive and responsible bidder by depriving it of work that we need on a bid submission package that we feel was compliant with requirements and without any defects. But it would go deeper and further than that by also penalizing the City with delays to the project and/or having to pay so much more money to anyone else.

In conclusion, an award to Metra would truly serve to the best interest of all concerned parties; especially The City as (a) The intent had been met both by the PRIME [in complying with the stated GOAL amount] and the Subcontractors (b) it comports with the Board’s prior determination on SDC7771 and perhaps most importantly (c) to award to ANYONE else would jeopardize or undermine the integrity of the bidding process and at a very minimum cost the City \$308,525 (the differential between our bid amount and the apparent 2nd low bidder’s amount) more. This of course would be dramatically MORE COSTLY in the event that we are forced to further pursue our rights with attorney representation or if the City had to award to the 3rd low bidder. To award to anyone other than Metra would in effect penalize the Baltimore City local MWBE Subcontractors by depriving them of work they need, they deserve and that they can and should do.

For all of the foregoing reasons, Metra appeals to you and urges you to award this Contract to us. It would be the prudent thing to do and it would come at a considerable cost savings for Baltimore's good rate paying residents and tax paying citizens.

Very truly yours

Stephan P. Dioslaki

Encl.

C Latonia Walston
Paul DeSantis
Tamara Brown
Michael Mullen, Esq.
Joan Pratt
Harriette Taylor
Baltimore City Board Members

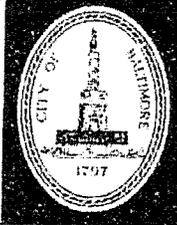
/spd.

Baltimore SDC7778 PROTEST

Exhibit A

CITY OF BALTIMORE

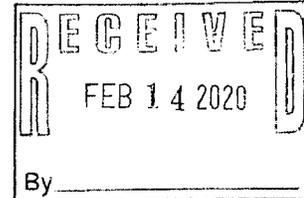
BERNARD C. "JACK" YOUNG, Mayor



DEPARTMENT OF PUBLIC WORKS

Matthew W. Garbark, Acting Director
Abel Wolman Municipal Building, 6th Floor
200 N. Holliday Street
Baltimore, Maryland 21202

February 7, 2020



Metra Industries
50 Muller Place
Little Falls, NJ 07424

RE: SDC7778-Drainage Repairs and Improvements at Various Locations

Dear Sir or Madam:

On February 7, 2020, the City of Baltimore Minority and Women's Business Opportunity Office (MWBOO) found your bid submission package for SDC7778-Drainage Repairs and Improvements at Various Locations to be non-compliant. The reasons stated are because Bidder did not achieve the MBE/WBE goals. Bidder listed AB Trucking & Contracting, LLC for 1.49% participation on this contract, however, AB Trucking & Contracting, LLC was not certified with Baltimore City as an MBE at the time of bid opening. Additionally, the bidder failed to properly execute Part B: Statement of Intent form with R&R Contracting Utilities, Inc. The changes made to the form were not initialed by both parties. This is considered a material defect of the contract.

If you require further clarification of this decision, please contact the Department of Public Works Office of Compliance at (410)396-1082. As a courtesy, your firm will be contacted by the Office of Contract Administration prior to the recommendation to award this contract.

Sincerely,

LATONIA WALSTON
CONTRACT ADMINISTRATOR II

cc: DPW-Office of Compliance
File

Visit our Website @ www.baltimorecity.gov

Exhibit B

**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: Metra Industries
Name of MBE or **WBE**: (circle one) R&R Contracting Utilities, Inc.

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

Materials/Supplies to be furnished by MBE or WBE:

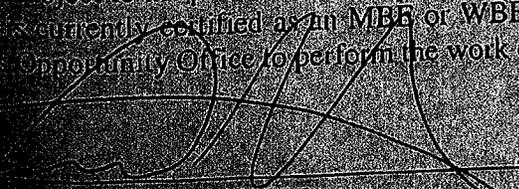
Subcontract Amount: \$ 135,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 4 %

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

Hispanic American	<u>N/A</u>	%	Asian American	<u>N/A</u>	%
African American	<u>N/A</u>	%	Native American	<u>N/A</u>	%

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work described above for the dollar amount or percentage indicated to meet the MBE/WBE goals set forth above, 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 Business Opportunity Office to perform the work described above.



Prime Contractor (REQUIRED) Date 1/15/20



Subcontractor (REQUIRED) Date 1/15/20

ALL INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES

Exhibit C

FROM	NAME & TITLE	W. Michael Mullen, Chief Solicitor <i>WMM</i>	CITY of BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	Law Department 109 City Hall		
	SUBJECT	SDC 7771 - Bid submitted reflecting usage of correction fluid/tape		

TO

Tonorah Houston-Burgee Chief
Contract Administration
Department of Public Works

DATE:

April 19, 2016

On March 23, 2016, the Baltimore City Board of Estimates ("Board") opened bids for Storm Drain Contract 7771, "Drainage Repairs and Improvements at Various Locations". The bids were sent to the Department of Public Works ("DPW") for routine processing.

Upon receipt, DPW noted that the Bid submitted by R. E. Harrington Plumbing & Heating Co., Inc., ("Harrington"), reflected the use of white correction fluid or tape ("wite-out") to make various hand written corrections on the Schedule of Prices. No initials were provided by Harrington adjacent to the wite-outs. On March 28, 2016 Harrington's Bid was forwarded by you to the Law Department for review. On the same day bids were opened, Metra Industries protested award to Harrington grounded upon Harrington's usage of correction fluid.¹

While Harrington did use wite out on a number of entries on the Schedule of Prices, the unit prices are legible, both in words and numerals, and may be used to determine and check the accuracy of the Total Bid amount. Corrections on the Schedule of Prices that are not initialed by a bidder but which are legible in both numerical and written form are clerical errors and/or technical irregularities, which may be waived by the Board.² The Total Bid amount submitted by Harrington and the individual line item prices are irrevocable and binding on Harrington as written. If DPW confirms Harrington's position as apparent low bidder and award is made to Harrington, Harrington would be legally obligated to contract with the City in the full amount of its Bid or forfeit its Bid Bond. Therefore, the Law Department recommends that Harrington's Bid be processed in the normal course of business and if it is otherwise acceptable, DPW may recommend award to the Board.

¹ Metra reviewed the Duplicate Bid in the Comptroller's Office. The exhibits attached to Metra's protest show that the Duplicate has wite out in different locations than the Original Bid Book. The Duplicate is for reference purposes only and is not considered in making a recommendation for award. It has not been considered for this memorandum.

² Usage of wite out that has not been initialed on MBE/WBE forms is treated differently by MWBOO and may lead to a finding of non-compliance. Such forms are two party documents thus corrections need to be affirmed. The Schedule of Prices is prepared by and binds only the bidder. All changes to prices are affirmed by virtue of the Bid Affidavit and the signature of the bidder prior to the bid being sealed and submitted to the Board.

FACTS

During routine processing, DPW found, confirmed by the Law Department, Contracts Division, that Harrington's Bid contains the following corrections using wite-out which were not initialed:

- **Page BP-6 Schedule of Prices.** Item 301 contains wite out in the written unit price, the numerical unit price and the extension. The unit price in words is, "Four and 00/100". The numerical entry is \$4.00 and the extension is \$1,400.00. The written words and numerals are clear and the math for the extension is correct.
- **Page BP-9 Schedule of prices**³. Harrington wrote, "Two Hundred Fifty and 00/100" for the unit price and the same figure was entered numerically. The extension by Harrington, however, is incorrect. The quantity of 120 linear feet of pipe multiplied by the \$250.00 unit price equals \$30,000.00 not \$20,000.00 as entered by Harrington. There is no wite out on page BP-9.
- **Page BP-15.** Item No. 355 contains wite out on the numerical entries for the unit price and the extension. No wite out was used on the amounts written in words. Harrington entered in words, "Twenty Seven Hundred and 00/100", for the unit price but the numerical entry is \$2,600.00. Based on the written words, the correct extension is a quantity of 25 times \$2,700.00 for a corrected total of \$67,500.00. Harrington entered \$65,000.00.
- **Page BP-15.** Item No. 357. Wite-out in the numerical entries only. In words Harrington bid, "Twenty Eight Hundred and 00/100", for the unit price. The numerical entry is \$2,700.00. Based on the written unit price, a quantity of 25 multiplied by the \$2,800.00 unit price results in a corrected total line item price of \$70,000. Harrington entered \$67,500.00 which is incorrect.
- **Page BP- 17.** Line items 367-370 each contain wite out that is not initialed. The wite out is on the written words for unit prices and the numerical entries. In each case the words and numerals are clear and match. The extensions have been calculated correctly and no corrections are necessary.
- **Page BP-23.** Line item 703 has been corrected with wite out so that the numerical unit price of \$3.00 matches the price written in words without wite out. The extension was calculated correctly and no correction is needed.
- **BP-24.** Harrington used wite out on the written bid amount and the numerical entry. The entries are clear and match. Unfortunately, Harrington did not calculate the price correctly. When adjusted by DPW, as confirmed by the Contracts Division, the correct total bid amount should be \$4,447,755.00. Harrington's figure of \$4,398,630.00 is incorrect.
- **BP-1.** The first page of the form entitled "Bid or Proposal" is loose in the Bid Book. Wite out was used to correct the date of Addendum 1 and Mr. Harrington's printed name and title are written over a partially obscured entry using wite out. The form is signed by Mr. Harrington.

³ Unless noted to the contrary all comments are based on the Schedule of Prices in Harrington's original Bid.

BID DOCUMENTS

Each bidder is notified at the top of each and every page in the Schedule of Prices that:

NOTE - THIS PROPOSAL SHALL BE FILLED IN BY THE BIDDER WITH THE PRICES WRITTEN IN WORDS AND NUMERALS, AND THE EXTENSIONS SHALL BE MADE BY HIM.... (emphasis added)

Each bidder is notified by the Special Provisions of the Bid Book that "[t]he City of Baltimore Department of Public Works, Specifications for Material, Highways, Bridges, Utilities and Incidental Structures, Issue of 2006 [(the "Specifications")], and any and all Amendments thereto, are hereby made a part of these Contract Documents..." (See Bid Book, Special Provisions at page SP-14.). Section 00 21 13.08, "INSTRUCTIONS FOR FILLING IN BID FORMS" provides in relevant part, that:

A. The Bidder shall submit its Bid in duplicate on the forms furnished by the City. The blank spaces in the Bid shall be filled in correctly where indicated, for each and every item, and the Bidder shall state the prices (written in ink, in words and numerals), for which it proposes to do each item of the Work contemplated. **In case of discrepancy between the written figures and the numerals, the written figures shall govern.**

B. All extensions in the bidding forms (column entitled "Amounts") shall be computed and filled in by the Bidder, and the sum shall be computed and written in the space provided thereto following the last item of the Bid. (emphasis added).

Section 00 21 13.11, "IRREGULAR BIDS", provides that:

Bids may be rejected if they show any omissions; alterations of form, character, quality and/or quality not called for; conditional or alternate Bids not called for; or irregularities of any kind. The City reserves the right to reject any nonconforming, non-responsive, unbalanced, or conditional proposals unless expressly required or authorized in the Bid documents.

Section 00 51 00.01, "RIGHT TO REJECT BIDS" states that:

The Board of Estimates **reserves the right** and sole discretion to reject any and all Bids and/or **to waive technical defects**, if in its

judgment, the interest of the City may so require. (emphasis added).⁴

AUTHORITY OF THE BOARD OF ESTIMATES

The authority to award contracts in Baltimore City is vested in the Board. *The Baltimore City Charter*, 1996 Edition ("Charter") states, *inter alia*, that:

The Board of Estimates shall be responsible for awarding contracts and supervising all purchasing by the City as provided in this section and elsewhere in the Charter.

Charter. Art. VI §11(a).

CASE LAW/OPINIONS OF THE CITY SOLICITOR

Since 1911, Baltimore City has gone on record to support the premise that a "bid not in conformity with requirements of the specifications cannot be accepted." 17 *Opinions of the City Solicitor* 4792 (April 22, 1911). Since 1931, the test seems to be, "[i]s the irregularity such as will operate to affect fair competitive bidding?" *Fuller Co. v. Elderkin*, 160 Md. 660, 665 (1931). In order for a bid's variation from specifications to render a bid non-responsive, the variation must be substantial and give the bidder a special advantage over the other bidders. Furthermore, the non-compliance must impact on fair and competitive bidding. 40 *Opinions of the City Solicitor* 81, 82 (February 24, 1941).

In *Fuller v. Elderkin*, 160 Md. 660, 668-669 (1931), the Court, held that to invalidate a bid, the variations from specifications must be substantial so as to give the bidder special advantage, to invalidate the contract and laid down the following test: [i]s the irregularity such as will operate to affect fair and competitive bidding? *Fuller* at pg. 665. Thus, ultimately, in determining whether a bid is non-responsive, the Board has the discretion to determine whether a variation or irregularity in a bid should be waived. *See also Maryland Pavement Co. v. Mahool*, 110 Md. 397, (1909) (slight irregularities in a bid not affecting its substantial characteristics may be disregarded).

It has long been established and well settled in Maryland that a body such as the Board, clothed with the statutory authority to award contracts, possesses a large measure of discretion. *C.N. Robinson Lighting Supply Company v. The Board of Education of Howard County*, 90 Md. App. 515, 520, (1992).

⁴ Similarly the Notice of Letting and Bid Book notify bidders that the Board of Estimates reserves the right to

CONCLUSION

Metra has protested arguing that because of the corrections, Harrington's Bid should be rejected. The protestor raises the possibility that the Bid was altered by a person or persons unknown between the time of the sealed Bid's delivery to the City on bid day and the public opening of the Bids.⁵ The protest further argues that Harrington can claim it did not make the corrections and thereby gain an unfair advantage over other bidders.⁶ While the Contracts Division has not been asked to reply to the protest it is apparent that it can be readily addressed by DPW contacting Harrington and requiring the company to affirm the bid amounts, in writing.⁷

Despite the use of correction fluid, the unit prices in Harrington's Bid, and the total Bid amounts, are legible, both in words and numerals, and may be used to determine and check the accuracy of the total Bid amounts. Corrections by a bidder, before submitting its sealed Bid, which are legible in both numerals and words, are at most clerical errors and/or technical irregularities, which may be waived by the Board. Harrington's math errors may be corrected by DPW since the written words control over numerical entries for the unit prices and the written words are clear and legible. See Section 00 21 13.08 of the Specifications.

The total Bid amount submitted by Harrington and the line items are irrevocable and binding on Harrington as written and corrected for math errors. Harrington executed the Bid Affidavit and is bound by the Bid it submitted. If DPW concludes that Harrington is the low bidder, Harrington would be legally obligated to contract with the City or forfeit its Bid Bond.

There are no provisions in the Charter, the City Code, the Bid Book, the Specifications or elsewhere that address the use of white-out to correct errors on entries made by a bidder. Under federal procurement regulations, the use of white out or other correction methods which are not acknowledged or initialed by the bidder does not by itself render a bid non-responsive. "The failure to initial a bid correction made with liquid paper where there is no doubt of the intended bid price is an informality which is waived in the interest of the government." *Matter of Durden & Fulton, Inc.*, B- 192203 (Comp. Gen.), 78-2 CPD P 172, 1978 WL 11298 (Sept. 5, 1978). Federal procurement policy is not binding on the City but may be used by the Board to provide guidance where City procedure is silent as to an issue.

⁵ This allegation implies that the Bid might have been altered after receipt by the Board of Estimates and while in the City's custody and control. The Board has implemented stringent procedures to assure that all bids remain secured and sealed until their public opening. Metra has failed to present a factual basis for its allegation.

⁶ The Contracts Division notes the protest also claims that there is at least one white out correction on Harrington's MBE/WBE Participation Affidavit. This informal memorandum does not address issues related to MBE/WBE compliance which must be referred to the Minority and Women's Business Opportunity Office for recommendations.

⁷ The protestor's suggestion that the Bids could have been altered after delivery and before opening by the Comptroller's Office is also readily resolved by requiring Harrington to confirm, in writing, all bid figures as determined by DPW's review.

Ms. Tonorah Houston-Burgee, Chief Contract Administration
Department of Public Works
SWC 7771 - Bid submitted reflecting usage of white correction fluid/tape
Pg. 6

Harrington did not alter any of the printed portions of the Bid Book. Each correction that Harrington made was limited to the hand written entries made by the person or persons completing the Bid Book for submission. All corrections were made before submission and bid opening by the Board and were immediately noticed by DPW on initial inspection.⁸

Harrington's uninitialed corrections are merely clerical errors/technical mistakes, *i.e.*, matters of form, not substance and of no consequence. The Court of Appeals in *Mahool*, cited above, has held that slight irregularities in a bid not affecting its substantial characteristics may be disregarded. Accordingly, the Board has the authority to accept Harrington's Bid should DPW determine that Harrington is the low bidder and recommend award.⁹

If I can be of further assistance in this matter, please do not hesitate to contact me.

WMM

cc: Michael Schrock, Esquire

⁸ Harrington's Bid amount was read out publically. Harrington's math errors resulted in the amount read out being too low by \$49,125.00. When Harrington's math is corrected it remains the apparent low bidder.

⁹ Other than the observation above regarding white out on Harrington's MBE/WBE Participation Affidavit, the Contracts Division has not reviewed the MBE/WBE forms submitted by Harrington and offers no opinions in that regard.

METRA INDUSTRIES

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

March 24, 2016

Baltimore City
City Hall, Room 204
100 Holliday Street
Baltimore MD 21202

Re. Storm Drain Contract 7771 Drainage Repairs & Improvements Various Locations
Bid Date / Time: March 23, 2016, 11:00 AM

Attention: Honorable Joan M. Pratt, CPA, Comptroller

Dear Ms. Pratt,

We are writing to you as the lowest responsive and responsible bidder for the above referenced project. Bids for this job were received on March 23, 2016 at 11:00 AM and publicly read aloud at 12 Noon.

This is to advise you that the bid submission by R.E. Harrington (Harrington) is **fatally flawed** and as such, we are protesting their bid.

Harrington's bid submission contains alterations of form, character and quality. In accordance with the City of Baltimore standard specifications, Article 00-21-13.11, Irregular Bids are defined as those which "*show any omissions; alterations of form, character, quality* (emphasis added) *and/or quality not called for... or irregularities of any kind*" (emphasis added).

Harrington's bid is riddled with a plethora of un-authorized, unacknowledged, unsigned and un-initialed alterations in the form of whiteouts and/or erasures, changes, revisions etc. Some of the more prominent alterations are attached hereto as examples and for reference purposes. Please note that these are intended to be illustrative and not exhaustive – many, many more of the same can be found throughout the Harrington bid submission package. It is noteworthy that these alterations are in *the* most prominent and critical locations of the bid submission package itself:

- a) **On the proposal pages:** By virtue of these un-initialed and unacknowledged alterations, Harrington has veritable open entrée to whatever it would like to claim – be it “We didn't make those changes” or “Those weren't our bid units” or “Someone else must have written those things – not us” etc. This certainly does beg the question – WHO DID IT? And as such, it creates an unfair advantage for Harrington giving them “two bites at the apple”. If Harrington is unhappy with the bid results after bids are publicly opened, they can cry foul saying that those were not their changes and that they want something else instead (be it in unit pricing or otherwise). Contrariwise, if Harrington is pleased with the bidding results, they can just take the job – as is.

- b) **On the MBE / WBE pages:** These pages are particularly sensitive; and rightfully so because MWBE usage is so important for proper community opportunities and general community development in a broad-based sense. It also has a direct impact and affect on job pricing and thus the total bid itself because the bid requires a certain significant percentage to be performed by MWBE's. These mandatorily required forms contained in BID are signed by both the bidder and the sub **going in to the bid** and function as a true upfront AGREEMENT by and between the GC and the MWBE Subcontractor and between the GC and Baltimore City (going in to the bid) committing to pricing and MWBE Subcontractor usage. Alterations to this AGREEMENT cannot be allowed or in this instance, unilaterally changed (as done in the Harrington bid). In order to consummate this AGREEMENT (or any agreement for that matter) both the GC and the Sub would have to consent to any such changes (for obvious reasons). It is unconscionable to change a "pact" or an AGREEMENT as official as this, the way that it was done in Harrington's bid submission package – by someone.

This brings us back to the question: Who did it? Who made the alterations? Was it done by someone between the hours of 11 AM and Noon – the window of time between receipt of bids and the public bid opening itself, when the bids are supposed to be securely kept by the Owner? Or, was it done sometime before that? The Harrington bid submission package introduces all sorts of questions of improprieties and is suspect at best. This is certainly and undisputedly considered an alteration of form and character and thus an irregularity as defined by the City of Baltimore Specifications requiring the rejection of Harrington's bid.

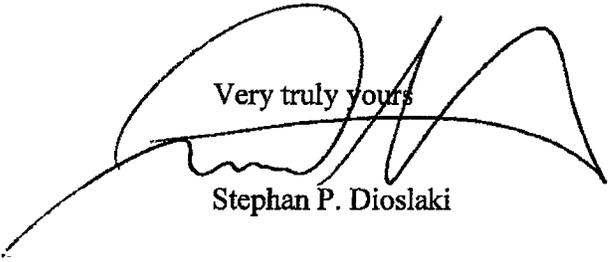
In addition to the unidentified / unacknowledged alterations to Harrington's proposal, on page BP-7 and page BP-15, their bid unit **written words fail to match their bid unit numerals**. In the event of a discrepancy between words and figures, the bid must be recalculated in favor of the written words. As such, arithmetically, Harrington's total bid amount is wrong and Harrington's extensions are wrong for Item #312, Item #355 and Item #357. This again goes to "two bites at the apple" and an open entrée to whatever Harrington wishes for his bid to be. "Do I like what the written words result in? Or, do I like what the extensions result in? Do I like my bid total as it currently appears? Or do I like it as recalculated?" This all leads back to questions of improprieties and an unfair advantage and a bidding field that would not be fair and even for all bidders.

For the foregoing reasons, we respectfully suggest that this job must be awarded to Metra Industries as we are the lowest responsive and responsible bidder for the project.

Kindly confirm at your earliest convenience that this job will be awarded to Metra Industries Inc as the lowest responsive and responsible bidder for the project.

City of Baltimore
3/24/2016
Page 3 of 3

Very truly yours


Stephan P. Dioslaki

Encl.

C Art Shapiro, PE, PMP, Chief

/spd.

Joan Pratt 1 Bid Protect Storm Drain Contract 7771

Exhibit D

**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: Metra Industries
Name of MBE or WBE: (circle one) R&R Contracting Utilities, Inc.

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

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ 5135,000.00 (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)
~~236,200.00~~

Subcontract percentage of total contract: 4%
~~0.5%~~ WP

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

African American N/A % Asian American N/A %
Hispanic American N/A % Native American N/A %

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] _____ Date 1.15.2020
Signature of Prime Contractor (REQUIRED)

[Signature] _____ Date 1/3/20
Signature of MBE or WBE (REQUIRED)

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

Exhibit E

CITY OF BALTIMORE
DEPARTMENT OF LAW
MINORITY AND WOMEN'S
BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Ab Trucking & Contracting, Llc		
Address: 1647 Walterswood Road Baltimore, Md 21239-	16-366698	MBE- African American
Title: Mr. Terrell Addison E-Mail: abtruckingcontractingllc@gmail.com		
Phone: Phone: (443)931-7181 Fax: (410)878-1256 Fax: (410)878-1256		
Certified Date: Jan 5 2018		
Expiration Date: Jan 5 2020		
Extension Date: Feb 29 2020		
Services: HAULING, SNOW REMOVAL, WHOLESAL STONE SUPPLIER		

MINUTES

President: "The first item on the non-routine agenda can be found on page 79, item 1, Recommendations for Contract Awards ah - SDC 7778, Drainage Repairs and Improvements at Various Locations. We received protests on this item. We will hear from Civil Construction, LLC and then from Metra Industries, LLC, and then we will follow-up with the agencies. Please state your name and start your protest."

Mr. Stephen Dioslaki: "Stephen Dioslaki, Metra Industries."

President: "Yes sir, the floor is yours."

Mr. Dioslaki: "Um -- did you say that Civil would start the ah - conversation or Metra Industries?"

President: "Civil first."

Mr. Dioslaki: "Thank you sir."

President: "Any one from Civil present? I guess not. We'll move to Metra Industries."

Acting City Solicitor: "Mr. President, may I make a motion at this point given that Civil Construction, LLC is not present?"

Mehdi Mirshahi: "Are we present or do you hear us?"

President: "Ah yes. We can hear you. Please state your name for the record."

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Mehdi Mirshahi: "Okay my name is Mehdi Mirshahi the first is spelt Mehdi and my last name is Mirshahi, and I am the Executive Vice President of Civil Construction."

President: "Yes sir. Go ahead with your protest."

Mr. Mirshahi: "As I understand we have been selected as the lower bidder, so we ah -- are entitled to having the contract."

President: "Okay. Thank you sir. Ah -- any questions for him. All right we will move on the next part -- portion of the protest. Stephen I believe you are next. You are muted sir."

Mr. Dioslaki: "I'm sorry. Ah -- can you hear me?"

Comptroller: "Yes."

Mr. Dioslaki: "Ah -- thank you very much for the opportunity ladies and gentleman. I am representing Metra Industries. At the time of the bid we were the apparent low bidder at \$3,354,775.00 and we were um -- lower by over \$600,000.00."

Acting City Solicitor: "Excuse me, I don't mean to be rude but we need to know your name and your role."

President: "Yeah, you have to state your name for the record please."

Mr. Dioslaki: "I apologize. My name is Stephen Dioslaki and I am the Vice President of Administration for Metra Industries."

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President: "Continue."

Mr. Dioslaki: "I'm sorry. Okay. Thank you very much. Ah -- at the time of bid we were approximately \$600,000.00 lower than the bid for Civil Construction. Um -- we thought that the award was going to be made to us. Um -- the other day we were ah -- advised that this Board meeting would allow us to present why we feel that this bid should be awarded to us. First and foremost I would like to call to everyone's attention, that I have ah -- copies of the paperwork submitted by Civil Construction, um -- writing in an MBE, I'm sorry a WBE named Acorn Supply and Distributing. And they're written in for a work category that is not the work category allowed for Acorn Construction. Um -- Acorn Construction is qualified to do construction equipment and materials period. And non-manufacturing supplier. Quote, I'm reading it from ah -- the published paperwork online, I am sorry, and um -- lack of technology but this is the paperwork that was printed online that I just read from verbatim. Contrary to the items that Acorn is qualified to do work for, Civil wrote them in as a material supplier. So this is in contradiction to what Acorn Supply is allowed to perform job. In addition to that, Civil wrote Acorn Supply and Distributing in for 1% of the bid amount. Yet they indicated a dollar value of \$39,500.00. If you did the arithmetic

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for Acorn's ah -- 1% it would not come to \$39,500.00 in fact it would come to \$39,573.35. Therefore, an insufficient amount was wrote in for Acorn. Ah -- they -- Civil wrote in less than the amount that they had to write in based on I would also like to speak to the protest letter itself that Metra Industries had submitted with respect to responding to Baltimore City about Metra's own MBE and WBE forms. Ah -- the City raised an issue about a form that we had submitted to ah -- the City for R&R, which was our WBE um -- subcontractor that we had written in for our bid. Metra submitted a clean form for R&R with no changes, no erasures, no cross outs. It was intact 100% it was submitted to the City. It was called to our attention that there may have been a duplicate form of that a mimeograph or a photocopy that was identical to the form that Metra had submitted, with the one exception that there was an un-initialed clerical change made to that. The two forms agree with one another completely. The original form is 100% intact. There's a duplicate form that mirrors the original form completely with one cross out on it. Both forms say the exact same thing. We have on this call right

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now on this video conference the subcontractor R&R, um -- R&R agrees that ah -- both forms are identical and they are willing to honor either of the forms because they state the exact same dollar amount, the exact same percentage. In fact, they state the exact same thing from top to bottom on that form. Um -- apparently, one of the forms had a mistake that was corrected in favor of the correct form. As everyone I believe knows, the City requires an original and duplicate to be submitted and therein lies the only question with regard to that form that was raised to Metra's attention a while ago that there was one cosmetic difference from one form to the other and it's -- it's I tried to equate it to being similar to if you ran a photocopy of one form through um -- a photocopier machine it could run a streak down the middle of the paper and therefore, while the forms are exactly the same, there is one cosmetic difference looking at an original and a duplicate and that there was this ah -- you know one cosmetic change. With respect to the MBE subcontractor that Metra had written in at the time of the bid, we listed AB Trucking. AB Trucking um -- was called to our attention that their certification was not valid at

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the time of the bid. The bid was originally on January 8, um -- AB Trucking had a renewal extension period that brought them through February 29, pending the um -- acceptance of their application renewal which was submitted to the City. So, they were on an extension period at the time of the bid. The bid was um -- postponed from the 8th of January to later in the month ah -- still in January, so AB Trucking's certification extension was still in effect at the time. So we contend that AB Trucking's certification was okay at the time of bid. They are a legitimate um -- MBE subcontractor and partner of Metra that we've used on numerous occasions for other projects. Um -- they perform superior work and we're very happy to be ah -- to have them as an MBE partner to Metra Industries. And on a very related note the WBE subcontractor written in by Civil Construction that had the problems already, the Acorn Supply and Distributing Company apparently does not have a um -- WBE certificate. Their certification lapsed on April 2, 2020. Therefore, Acorn is not even considered a certified WBE at this time. Um -- and for all these reasons I believe that it would be to the best interest of

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the City to award this job to Metra Industries, because otherwise the taxpaying citizens of Baltimore City will be paying over \$600,000.00 more to a -- to a another contractor who has mistakes in their bid. And one last note, ah -- something that I believe that's very pivotal that came to my mind just as this moment was this very same argument was made a while back where another contractor was the apparent lower bidder and that other contractor is known as R E Harrington on another project. R E Harrington had several cross outs throughout their bid submission's book that were not initialed by anyone. Not acknowledged by anyone. These cross outs were on the most important papers of the bid submission package. That being the proposal section itself, which indicates the price that R E Harrington was going to do the work. They also had cross outs on their MBE/WBE paperwork. A protest was made ah -- because they did not initial the cross outs and the changes that R E Harrington made. The City decided that that was a cosmetic error, just a clerical error. It had no bearing, it was not important enough to reject R E Harrington's bid and therefore moved to award the job to R E Harrington and in fact it did award the

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job to R E Harrington, despite the fact that they had un-initialed unacknowledged um -- cross-outs and changes all throughout their bid submission book. We have a very similar situation here, where Metra was said -- ah told that we had an un-initialed um -- cross-out. It was in fact initialed by Metra it just was not initialed by the other party and it was merely a duplicate submission that became identical to the original document ah -- submitted by Metra Industries."

President: "Thank you Mr. Dioslaki. Thank you so much. I think there is one other person who wants speak. Correct. Is Richard on the line?"

Mr. Richard Dipietro: "Yes I am."

President: "The floor is yours sir."

Mr. Richard Dipietro: "Thank you sr. Ah -- this is Richard Dipietro with R & R Contracting. Ah -- as Mr. Dioslaki ah -- alluded to we bring complete agreements. The amounts and wording are exact. We were in agreement of it prior to and both signed off, and continue to be signed off, and even submitted an additional affidavit to that effect ah -- so that you would have

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something in writing. Um -- and in the spirit of that if that is the issue at hand it would seem a bit unfair given the R E Harrington precedent but also you know it would be taking work away from us for something that we agreed upon prior to, during and thereafter from the bid and are still in our agreement today. So I just ask that you take that into consideration and thank all of you for your time and effort especially during this shall we say unique time um -- on all fronts. And I thank you for that."

President: "Thank you. Thank you. Now we will move on to agency testimony."

Ms. Tonorah Houston-Burgee: "To the members of the Board. Good morning. My name is Tonorah Houston-Burgee and I am the Chief of the Office of Contract Administration for the Department of Public Works. Today the agency would like to award Storm Drain Contract 777, Drainage Repairs and Improvements at Various Locations to Civil Construction, LLC. Five bids were received and after completing the bid analysis, the top three bids were received. Civil's bid was considered the lowest responsive and responsible bidder. Although Civil's pricing was the third lowest, the top

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two Metra and Spiniello were considered non-compliant by MWBOO due to errors made on their submissions. Ah -- and there are going to be two different issues that's going to be discussed. I'm going to discuss the first issue, and Ms. Tamara Brown, Chief of Minority and Women Business Opportunity Office will address the other. In regards to the corrections that um -- Mr. Dioslaki is referencing ah -- if you turn on page 20, ah -- that's Exhibit D, um -- it shows that there are cross-outs. Unfortunately for him, that document was the ah -- original -- that was the page that was in the original bid. My office ah -- only reviews pages that are in the original bid document submitted, which includes a cross-out and it includes one initial. If you look at the bottom of the page, it says 'both parties must initial changes'. So that and quote 'it says any change to the information on the form must be initialed by both parties'. Meaning that two initials are required. Um -- on page 8, which is the page after Exhibit B, there is a clean copy. That clean copy was in the duplicate. That duplicate copy is in the Comptroller's ah -- it's housed in the Comptroller's Office. That document is not reviewed and it is not considered

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when analyzing bids. So as far as that particular issue that's the reason why that my office when we first did the analysis, that we considered that it was not compliant based off of that correction. Ah -- we submitted the documents to Ms. Brown's office so they can do their independent review and they found that same finding as we did. But, I do want to talk about ah -- the contract that Mr. Dioslaki referenced as far as the R E Harrington, which is another sanitary cont -- ah excuse me Storm Drain Contract 7771. In this case, it was a little different. What cross-outs he's referencing is the schedule of prices. That page referenced it fills a representation of the dollar amount in the numerical and written word that is filled out only by the prime. The sub does not fill that a portion out. It's not considered a dual page document. That document is only filled out by the prime. So, if there are corrections that need to be made on that document, they can't make a cross-out and an initial required on that initial. But for all MWBOO forms and the Statement of Intent form the Part B, that's what we're talking about they had these corrections on there. They are considered a two party document and it must have initials on both. And I'll turn over to Ms. Brown to discuss the other issue."

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Ms. Tamara Brown: "Good morning Honorable Board members, my name is Tamara Brown. I am the Chief of MWBOO. Thank you Ms. Houston-Burgee for that introduction. She is correct. The MWBOO documentation are two party documents and the documents that we received and review there were not two initials for both parties with some of the corrections. Um -- I would like to also address ah -- the certification of AB Trucking that Mr. Dioslaki spoke about earlier. Um -- the Article V, Subtitle 28, states that it is the bidder's responsibility to ensure that the MBE and WBE is certified at the time of bid opening. The bid opening date was January 15, 2020. Um -- at the time, AB Trucking's certification expired on January 5, 2020. On February 14, the President Terrell Addison of AB Trucking contacted our office seeking an extension. At that time, um -- our secretary did extend them until the end of February as a courtesy. However again, it is at the time of bid opening. So they were extended on February 14, and the copy that Mr. Dioslaki is referring to with the extension was actually granted after the bid opening date. As far as I will also address

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Acorn who was the WBE on the awarded party of Civil the recommended (sic) Civil Construction Acorn's ah -- certification expired on April 2, of 2020. On April 1 of 2020, I issued a memorandum extending all certifications based on the COVID-19 response. So they are in fact certified but on January 15, at bid opening they were certified. I can also address Acorn as being a non-manufacturer um -- supplier the Code actually says that if they are a manufacturer's representative, or have a warehouse where they store goods, then there's 100% participation is allowed. Ah -- I did receive back in 2019, during another review an email from the President of Acorn Supply where I asked um -- are you a manufacturer of goods. They are not. Ah -- are you manufacturer's representative, and yes they are for several, several manufacturers and um -- I also have a list of their suppliers. They have 640 square foot warehouse where they store some construction supplies, so that is what helped us determine based on some communication we had on a previous contract that they were in fact entitled to 100% participation. So, um -- Mr. Dioslaki is not correct there. So um -- our office reviews the documentation

MINUTES

that we received from the agency. We did that and we made our determination based on the documentation in Article V, Subtitle 28. We do not recommend award. Um -- we just simply find them compliant or non-compliant with Article V, Subtitle 28. Thank you."

President: "Thank you. Thank you. Any questions from the Board members. All right seeing none I will entertain a motion."

Acting City Solicitor, Dana Moore: "Um -- good morning everyone. Mr. President and Honorable Board I move that um -- the protest be denied and that the contract be awarded to Civil Construction, LLC. And I just want to say everyone puts a lot of effort into the protests and the responses. I hope that the take away from this particular bid protest is the thoroughness with which um -- the agencies and MWBOO review um -- all bid submissions. Um -- when Ms. um -- Ms. Brown became Chief of MWBOO she with the support of the former Solicitor and myself was strongly encouraged and supported in being far more thorough and exacting in assessing um -- bids and assuring compliance. And we knew that it would not always be comfortable and it would not always be well received and

MINUTES

that there would be protests, but that office um -- is doing exactly what Baltimore City Code and Law requires. And having done that, having been thorough, having done the review and gone through all of the steps to make sure that those that come before this Board are in complete compliance, I very strongly um -- support denial of this protest. We value everyone that works with Baltimore City but on this one we have to -- I encourage denial of the protest and award to Civil Construction, LLC. Thank you."

Comptroller: "I second."

President: "All those in favor say Aye. All opposed say NAY. The motion's approved. This protest is denied and the item is approved. Madam Comptroller any members of the Board have anything else or comments that they want to make?"

Comptroller: "I do not."

President: "Alright."

* * * * *

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

5. B50005937, Thermoplastic Peterbilt of Baltimore, \$624,364.00
Pavement Marking Truck LLC

(Dept. of General Services,
Fleet Management)

MBE/WBE PARTICIPATION:

On February 1, 2019, MWBOO determined no goals would be set because of no opportunity to segment the contract. This is for the purchase of commodities from an authorized heavy equipment dealer who is required to provide associated pre-delivery inspection and warranty repairs.

MWBOO GRANTED A WAIVER ON FEBRUARY 1, 2019.

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>		
1. PEAKON, APS	\$100,000.00	Sole Source/ License Agreement
Contract No. 08000 - Employee Engagement Software - Baltimore City Police Department (BCPD) - Req. No. - To be determined		

The Board is requested to approve and authorize execution of a License Agreement with Peakon, APS. The period of the License Agreement is effective upon Board approval for two years, with the option to renew for two additional one-year periods.

This request is to procure, using the Governor's Office of Crime Control and Prevention Police Recruitment and Retention Grant, Peakon employee engagement survey software that will provide baseline data of current officers, new officers, and officers leaving the BCPD to help gauge the responses needed to hone the development of the BCPD retention plan and improve future retention levels, as required under the Consent Decree.

The Consent Decree, Section 426, states that to ensure that the BCPD is able to retain qualified and experienced officers, the BCPD will, with the aid of the Monitor, create a Retention Plan to identify challenge and recommend solutions to improve the BCPD's retention of employees. Section 427 states that the BCPD will conduct assessments of its recruitment and retention efforts on an annual basis. These assessments will be designed to ensure that the BCPD's recruitment and retention practices are achieving the objective of attracting and retaining a diverse workforce of highly qualified officers. As part of this assessment process, the BCPD will identify deficiencies and opportunities for improvement; implement appropriate corrective action and improvement measures; and document measures taken.

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 - cont'd

The proprietary Peakon software will allow the BCPD to collect data both confidentially and anonymously, generate in-depth analytics using the BCPD supplied employee demographics, include usable action planning tools for both managers and senior leadership, and integrate with Workday through standard API in order to ensure the employee data is accurate and current. The ability to acknowledge comments or flag sensitive comments for response or action is an important and unique feature of this product. This product will enhance the survey abilities of Workday HCM, but will provide much more detailed, actionable data. The software will be able to provide scientifically proven formulated questions, themes, tools, and training resources that impact engagement and work satisfaction. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature neither that no advantage will result in seeking nor would it be practicable 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.

MBE/WBE PARTICIPATION:

Not applicable. This award meets the requirement for certification as a sole source procurement as this is proprietary software product only available from the vendor.

APPROVED FOR FUNDS BY FINANCE

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 - cont'd

2. ROCKY MOUNTAINS

HOLDINGS, LLC	\$0.00	Extension
Contract No. 06000, Non-Emergent Medical Air Transportation Services - Baltimore City Health Department - P.O. No. P535700		

On June 1, 2016 the Board approved an initial award and subsequent actions have been approved. Non-Emergent Medical Air Transportation Services for critical care patients are provided by the Maryland Department of Health(MDH) through the Transportation Grants Program. The State of Maryland must license all air ambulance service companies, of which the referenced vendor is licensed. It is MDH protocol for the Baltimore City Health Department to properly screen calls to determine eligibility, medical necessity, and arrange the appropriate transportation upon approval. It is also MDH protocol for the Baltimore City Health Department to cover all air ambulance transport costs for Maryland Medicaid recipients through the Transportation Grants Program. The period is June 1, 2020 through May 31, 2021, with no renewal options remaining. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable 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.

MBE/WBE PARTICIPATION:

On June 6, 2017 it was determined no goals would be set because

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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 - cont'd

of no opportunity to segment the contract. The contracting hospitals utilize their own staff during transport.

MWBOO GRANTED A WAIVER ON JUNE 6, 2017.

- | | | |
|---|--------|-----------|
| 3. <u>PHI AIR MEDICAL, L.L.C.</u> | \$0.00 | Extension |
| Contract No. 06000, Non-Emergent Medical Air Transportation - Baltimore City Health Department - P.O. No. P535701 | | |

On June 1, 2016 the Board approved an initial award and subsequent actions were approved. Non-Emergent Medical Air Transportation services for critical care patients are provided by the Maryland Department of Health(MDH) through the Transportation Grants Program. MDH protocol states "All air ambulance transport costs for Maryland Medicaid recipients will be paid by the Baltimore City Health Department" through the Transportation Grants Program.

The State of Maryland must license all air ambulance service companies. The company named above is licensed by the State of Maryland. The MDH protocol further states, "This unit [City Health Department], will screen all calls as to eligibility and medical necessity, and the appropriate transportation will be arranged when approved." This action is an extension of a select source requirements contract. The period is June 1, 2020 through May 31, 2021, with no renewal options remaining. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On June 6, 2017, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON JUNE 6, 2017.

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 - cont'd

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|---|-----|-----------|
| 4. AIR AMBULANCE SPECIALIST, INC. | N/A | Extension |
| Contract No. 06000 - Non-Emergent Medical Air Transportation Services - Baltimore City Health Department - P.O. No. P535702 | | |

On June 01, 2016, the board approved the initial award for the amount of \$195,360.00. On June 14, 2017, the Board approved the first renewal for the amount of \$195,360.00. On March 28, 2018, the Board approved the third renewal for the amount of \$195,360.00. The Board is requested to approve the first extension at no cost. This extension will make the total contract amount \$781,440.00.

Non-Emergent Medical Air Transportation Services for critical care patients are provided by the Maryland Department of Health (MDH) through the Transportation Grant Program. MDH protocol states "All air ambulance transport costs for Maryland Medicaid recipients will be paid by the Baltimore City Health Department through the Transportation Grants Program."

The State of Maryland must license all air ambulance service companies. The Air Ambulance Specialist, Inc. is licensed by the State of Maryland. The MDH protocol further states, "This [City Health Department] will screen all calls as to eligibility and medical necessity, and the appropriate transportation will be arranged when approved."

It is hereby certified that the above procurement is of such a nature neither that no advantage will result in seeking nor would it be practicable to obtain competitive bids. Therefore,

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 - cont'd

pursuant to Article VI, Section 11 (e) (i) of the City Charter, the procurement of goods, equipment recommended.

MBE/WBE PARTICIPATION:

On June 6, 2017, it was determined no goals would be set because of no opportunity to segment the contract. The contracting hospitals utilize their own staff during transport.

MWBOO GRANTED A WAIVER ON JUNE 6, 2017.

5. eRESOURCE PLANNER, INC.	\$125,000.00	First Amendment to Agreement
Contract No. B50003752 - Police Human Capital Resource Management - Baltimore Police Department - P.O. No. P529920		

The Board is requested to approve and authorize execution of the First Amendment to Agreement with eResource Planner, Inc. On July 21, 2015, the Board approved an initial award for the amount of \$433,000.00. On February 15, 2017, the Board approved a correction. On February 28, 2018, the Board approved the First Renewal for the amount of \$86,000.00. On August 21, 2018, the City Purchasing Agent approved an increase for the amount of \$50,000.00. On December 12, 2018, the Board approved the second renewal for the amount of \$136,000.00. On January 08, 2020, the Board approved the third renewal for the amount of \$140,080.00. The Board is requested to approve the First Amendment for the amount of \$125,000.00. This amendment will make the total contract amount \$970,080.00.

The amendment will allow for enhancements to Baltimore Police Department's current workforce management system, known as

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 - cont'd

eResource, which is used for managing staff including scheduling. The enhancements will include various additional functionality, including but not limited to an API integration with Workday, the City's new Human Capital Management (HCM) system, as well as officer vehicle assignments, additional dashboards, calendars and self-service tools. Additional enhanced functionality will become available to BPD upon development by the vendor. These enhancements are fully funded by the Governor's Office of Crime Control and Prevention through the Baltimore Police Department Technology Grant under the Workforce Management Modernization Project.

MBE/WBE PARTICIPATION:

On September 17, 2014, it was determined no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON SEPTEMBER 17, 2014.

6. REVEL SOLUTIONS, LLC DBA	\$1,623,597.00	
REVEL TECHNOLOGY DBA		
REVEL SECURITY		
DELL MARKETING, L.P.	713,000.00	
EMOCHA MOBILE HEALTH	165,000.00	
REVEL SOLUTIONS, LLC DBA	155,405.00	
REVEL TECHNOLOGY DBA		
REVEL SECURITY		
TEKSYSTEMS	154,500.00	
DELL MARKETING, L.P.	104,775.00	
	<u>\$2,916,277.00</u>	Emergency

Solicitation No. N/A - Emergency procurement during the COVID-19 pandemic - Various Agencies - Req. No. N/A

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 - cont'd

The vendors listed below provided emergency services under emergency authority:

VENDOR	SERVICES PROVIDED
Revel Solutions, LLC dba Revel Technology dba Revel Security	COVID19 - Citrix Remote Access Project (Citrix Software and Nutanix Hardware Platform)
Dell Marketing, L.P. emocha Mobile Health	COVID-19 -Dell Laptops for Remote Access COVID- 19 Emocha Symptoms/1 Temperature Screening Software
Revel Solutions, LLC dba Revel Technology dba Revel Security	COVID19 - Citrix Remote Access Project (Professional Services Agreement)
TEKsystems	COVID-19 Urgent Microsoft Certified Systems Engineering (MCSE) Services
Dell Marketing, L.P.	COVID-19 Geolocation Tracking for Laptops

7. MARYLAND FOOD BANK	\$2,600,000.00
MARYLAND FOOD BANK	500,000.00
C&W CONSTRUCTION	124,000.00
PRISTINE INC.	119,999.99
CITRON HYGIENE CORP. US	50,000.00
NO OPPORTUNITY WASTED	49,680.00
BROADWAY SERVICES INC.	49,543.98
NO OPPORTUNITY WASTED	45,400.00
C&W CONSTRUCTION	36,000.00
MISSION CRITICAL PARTNERS, LLC	<u>35,000.00</u>

\$3,609,623.97

Report of
Emergency

Solicitation No. N/A - Emergency procurement during the COVID-19 pandemic - Various Agencies - Req. No. N/A

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARD AWARD BASISBureau of Purchases - cont'd

9. Holiday Inn Russell St. by Shree Sai Siddhi Baltimore, LLC	\$1,186,050.00	
KidzTable	303,819.00	
Athena Consulting	300,000.00	Report of
	<u>\$1,789,869.00</u>	Emergency

Solicitation No. N/A - Emergency procurement during the COVID-19 pandemic - Various Agencies - Req. No. N/A

The vendors listed below provided emergency services under emergency authority:

VENDOR	SERVICES PROVIDED
Holiday Inn Russell St. by Shree Sai Siddhi Baltimore, LLC	Hotel Facility Disaster Shelter Agreement
KidzTable	Kidz Table Meals - COVID-19
Athena Consulting	MOHS Staffing for Pinderhughes

10. THE SALVATION ARMY	\$3,220,000.00	
GEN-PROBE SALES & SERVICE	527,270.00	
QUEST DIAGNOSTICS	414,000.00	
SMARTLOGIC, LLC	256,000.00	
TRAY PML	220,500.00	
LABORATORY CORPORATION OF AMERICA HOLDINGS	153,930.00	
BIO-REFERENCE LABOR LABORATORIES, INC.	150,000.00	
3D DENTAL DESIGNS AND DEVELOPMENT L	135,467.70	
SHAREBABY, INC.	79,995.06	
INTEGRIFY	75,585.00	
FASTENAL COMPANY	46,200.00	
SHAREBABY, INC.	30,132.48	Report of
	<u>\$5,309,080.24</u>	Emergency

Solicitation No. N/A - Emergency procurement during the COVID-19 pandemic - Various Agencies - Req. No. N/A

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 - cont'd

VENDOR	SERVICES PROVIDED
The Salvation Army	COVID-19 Emergency - Meals
Gen-Probe Sales & Service	COVID-19- Hologic Testing
Quest Diagnostics	COVID-19 Laboratory Testing Services
Smart Logic LLC	SmartLogic - COVID-19
TrayPML	COVID19- Mask and Gowns
Laboratory Corporation of America Holdings	COVID-19 Laboratory Testing Kits
Bio-Reference Laboratories, Inc.	COVID-19 Laboratory Testing Services
3d Dental Designs And Development L	COVID-19 Disinfectant Wipes
Integrify	COVID-19 Digitization of Data Workflow for HIPAA Compliance
Fastenal Company	COVID-19 KN95 MASK
ShareBaby, Inc.	Emergency Baby Formula COVID-19

11. AFFIRMATIVE SOLUTIONS, LLC	\$ 598,000.00	
WASTE MANAGEMENT OF MD, INC.	332,000.00	
CINTAS CORPORATION NO. 2	136,800.00	
CINTAS CORPORATION NO. 2.	72,375.00	
CINTAS CORPORATION NO. 2.	72,360.00	Report of
	<u>\$1,211,535.00</u>	Emergency

Solicitation No. N/A - Emergency procurement during the COVID-19 pandemic - Various Agencies - Req. No. N/A

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 - cont'd

VENDOR	SERVICES PROVIDED
Affirmative Solutions, LLC	COVID-19 Personal Protective Equipment (PPE) Surgical Masks
Waste Management of MD, Inc.	COVID-19 Mixed Refuse Collections
Cintas Corporation No. 2	COVID-19 HAND SANITIZER
Cintas Corporation No. 2	COVID-19 - Disinfecting Wipes - 111 Kane Street
Cintas Corporation No. 2	COVID-19 Emergency Procurement of Disinfectant Wipes

12. SAFETY LEAGUE, INC. D/B/A ATLANTIC TACTICAL	\$ 91,465.44	
EVERTEL TECHNOLOGIES, LLC	48,000.00	Report of Emergency
	<u>\$ 139,465.44</u>	

Solicitation No. N/A - Emergency procurement during the COVID-19 pandemic - Various Agencies - Req. No. N/A

VENDOR	SERVICES PROVIDED
SAFETY LEAGUE, INC. D/B/A ATLANTIC TACTICAL	COVID-19 Ammunition
EVERTEL TECHNOLOGIES, LLC	COVID-19 Evertel Instant Group Messaging

13. LORD BALTIMORE HOTEL	\$10,842,737.04
HART TO HEART AMBULANCE SERVICE, INC.	6,000,000.00
NET HOSPITALITY MANAGEMENT LLC	1,620,000.00
ATHENA CONSULTING LLC	1,043,485.00
CLASSIC CUSTOM PRODUCTS	493,480.00
BELMONT HOSPITALITY, INC.	406,046.02
TRAYPML	337,000.00

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 - cont'd

WHITEHEAD ENTERPRISES, LLC	235,197.00	
BELMONT HOSPITALITY, INC.	195,300.00	
3D DENTAL DESIGNS AND DEVELOPMENT L	187,500.00	
Q&A SOLUTIONS, LLC	165,827.04	
NET HOSPITALITY MANAGEMENT, LLC	150,000.00	
ADASHI SYSTEMS, LLC	130,750.00	
WHITEHEAD ENTERPRISES, LLC	124,620.00	
GNOMEDICA LLC	122,500.00	
BALTIMORE HOTEL INVESTMENTS T/A SLEEP INN & SUITES	114,009.00	
HART TO HEART AMBULANCE SERVICE, INC.	79,656.23	
NET HOSPITALITY MANAGEMENT LLC	76,006.00	
VIKING CHEMICALS, INC.	71,940.00	
Q&A SOLUTIONS, LLC	71,250.00	
TRAYPML	66,600.00	
MOUNT ROYAL SOAPS LLC	50,000.00	
BALTIMORE CONTRACTORS, INC.	49,400.00	
NIGHTMARE GRAPHICS, INC.	48,200.00	
3D DENTAL DESIGNS AND DEVELOPMENT L	42,250.00	
PIPCORP INC. BALTIMORE	40,000.00	
BALTIMORE HOTEL INVESTMENTS T/A SLEEP INN & SUITES	38,003.00	

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARD AWARD BASIS

Bureau of Purchases - cont'd

CINTAS CORPORATION NO. 2	28,800.00	
NATIONS PHOTO LAB	27,805.50	
3D DENTAL DESIGNS AND DEVELOPMENTAL L	26,750.00	
	<u>\$22,885,113.83</u>	Report of Emergency

Solicitation No. N/A - Emergency procurement during the COVID-19 pandemic - Health Dept. - Req. No. N/A

VENDOR	SERVICES PROVIDED
Lord Baltimore Hotel	COVID-19 Quarantine Sheltering at Lord Baltimore
Hart to Heart Ambulance Service, Inc.	Hart to Heart Ambulance Services
Net Hospitality Management, LLC	COVID-19 Sheltering
Athena Consulting LLC	COVID-19 Homeless Quarantine Case Management and Monitoring
Classic Custom Products	COVID stockroom - gowns
VENDOR	SERVICES PROVIDED
Belmont Hospitality, Inc.	COVID-19 Quarantine Belmont Hospitality - Quality Inn Windsor 3/20/20-5/18/20
TrayPML	COVID-19 CPE Disposable Gowns
Whitehead Enterprises, LLC	COVID-19 Quarantine Whitehead-Days Inn 3/22/20-4/30/20
Belmont Hospitality, Inc.	COVID-19 Sheltering at Quality Inn Windsor Mill
3d Dental Designs And Development L	COVID-19 Isolation Gowns
Q&A Solutions, LLC	COVID-19 Central Stock
Net Hospitality Management, LLC	COVID-19 Sheltering Net Hospitality Management
Adashi Systems, LLC	COVID-19 Incident Command Software
Whitehead Enterprises, LLC	COVID-19 Quarantine at Days Inn Security Blvd
Gnomedica LLC	COVID-19 KN95 mask

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 - cont'd

Baltimore Hotel Investments t/a Sleep Inn & Suites	COVID-19 Sheltering Sleep Inn & Suites 3/15/2020 - 3/29/2020 Downtown Inner Harbor
Hart to Hart Ambulance Service, Inc.	Hart to Heart Transportation by Hart to Hart Ambulance Service Inc.
Net Hospitality Management, LLC	COVID-19 Hotel Facility Disaster Shelter
Viking chemicals, Inc.	Cleaning Supplies for COVID-19
Q&A Solutions, LLC	COVID-19 Surgical Mask
TRAYPML	COVID-19 Stockroom Supplies
Mount Royal Soaps LLC	Hand Sanitizer and Soap
Baltimore Contractors, Inc.	COVID-19 Lord Baltimore Hotel Construction
Nightmare Graphics, Inc.	COVID-19 cloth mask
3D Dental Designs And Development L	COVID-19 Stock Thermometers
Pipcorp Inc. Baltimore	Shipping Containers
Baltimore Hotel Investments t/a Sleep Inn & Suites	COVID-19 Quarantine Baltimore Hotel Investments Sleep Inn Downtown 4/27-5/3
Cintas Corporation No. 2	COVID-19 Hand sanitizer stock room
Nations Photo Lab	Face shields COVID stockroom
3D Dental Designs And Developmental L	COVID-19 stockroom - goggles

The Board is request to **NOTE** the report on items 6-13 for emergency supplies, materials, equipment, obtained during the COVID-19 outbreak.

An outbreak of disease (COVID-19) caused by the novel coronavirus has been detected in the United States with cases in Baltimore, MD. The World Health Organization and the

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 - cont'd

Centers for Disease Control have declared the COVID-19 outbreak a public health emergency of international concern; the Secretary of the U.S. Department of Health and Human Services declared COVID- 19 a public health emergency.

ON MARCH 13, 2020, THE DIRECTOR OF FINANCE AUTHORIZED THE BUREAU OF PROCUREMENT TO PROCEED WITH OBTAINING SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES REQUESTED BY VARIOUS CITY AGENCIES THAT WERE NECESSARY TO RESPOND TO OR PREPARE FOR EVENTS RELATING TO COVID-19. PURSUANT TO ARTICLE VI, §11(e) (ii) OF THE CHARTER.

- | | | |
|--|-----------------|--|
| 14. AXON ENTERPRISE, INC.
f/k/a TASER INTERNATIONAL,
INC. | \$13,287,594.08 | Fifth Amendment
to Integration
Agreement |
| Contract No. B50004050 - Body Worn Cameras - Baltimore Police Department - Req. Nos. N/A | | |

The Board is requested to approve and authorize execution of the Fifth Amendment to Integration Agreement with AXON Enterprise, Inc. f/k/a TASER International, Inc.

On March 16, 2016, the Board approved the initial award for the amount of \$11,690,668.53. On December 27, 2016, the Board approved the first amendment at no additional cost. On March 25, 2017, the Board approved the second amendment at no cost. On March 28, 2018, the Board approved the third amendment for the amount of \$6,768,487.98. On January 30, 2019, the Board approved the fourth amendment for the amount of \$3,362,000.00. The Board is requested to approve the Fifth Amendment for the amount of \$13,287,594.08. The Fifth Amendment will make the total contract amount \$35,108,750.59.

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 - cont'd

This Fifth Amendment will allow the City and the Baltimore Police Department (BPD) to fully implement the Records software currently available under the Contract in order to replace the BPD's legacy Record Management System (RMS). Records is fully integrated with AXON'S Evidence.com, the BPD's system that stores and manages the body worn camera video/audio footage. Additionally, the BPD is required to have a National Incident-Based Reporting System compliant RMS as defined by the FBI by 2021, and this Fifth Amendment to fully implement Records is critical to achieving compliance and to meet mandatory police reform under the Consent Decree with the U.S. Department of Justice. This Fifth Amendment will also allow the BPD to store and migrate legacy vehicle camera footage into Evidence.com, so that all video evidence is stored in the same system and is readily accessible and searchable. Both of these enhanced functionalities are fully grant-funded, by the National Crime Statistics Exchange and by the Governor's Office of Crime Control and Prevention, respectively. This Fifth Amendment will also allow the BPD to keep the current pricing through 2026.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable 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.

MBE/WBE PARTICIPATION:

On June 3, 2015, it was determined that no goals would be set because of no opportunity to segment the contract. Licenses and services are proprietary to the vendor.

MWBOO GRANTED A WAIVER ON JUNE 03, 2015.

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 - cont'd

15. CLEAN FUELS ASSOCIATES, INC.	\$ 100,000.00	Extension
Contract No. B50003617 - Fuel Testing and Inspection of Fuel Facilities - Department of General Services - P.O. No. P529175		

On October 15, 2014, the Board approved the initial award for the amount of \$260,000.00. On January 10, 2018, the Board approved the first renewal for the amount of \$100,000.00. On January 29, 2020, the Board approved the first extension for the amount of \$100,000.00. This extension will make the total contract amount \$560,000.00.

An extension is requested to continue fuel testing and inspection of fuel facilities for the Department of General Services, Fleet Division while additional time is warranted to allow the MWBOO Office to establish goals for solicitation B50005994 advertisement and award.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking nor would it be practicable 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.

MBE/WBE PARTICIPATION:

On August 01, 2014, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON AUGUST 1, 2014.

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 - cont'd

18. FERGUSON ENTERPRISES

INC.	N/A	Renewal
Contract No. B50004669 - Poly Vinyl Chloride Pipes and Fittings - DPW, Bureau of Water & Wastewater - P.O. No. P536860 & P536861		

On September 14, 2016, the Board approved the initial award for the amount of \$400,000.00. On September 18, 2019, the Board approved the first renewal for the amount of \$125,000.00. The Board is requested to approve the second and final renewal at no cost. With the renewal, the total contract value will remain \$525,000.00.

MBE/WBE PARTICIPATION:

On June 27, 2016, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON JUNE 27, 2016.19. CAYMAN CHEMICAL COMPANY,
INC.

LIPOMED, INC.	N/A	Selected Source
Contract No. 06000 - Certified Drug Reference Standards - Baltimore Police Department - P.O. No. P546455 and P546452		

On December 12, 2018, the Board approved the initial award for the amount of \$80,000.00. On June 26, 2019, the Board approved the first renewal at no cost. The Board is requested to approve the second and final renewal at no cost.

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 - cont'd

MBE/WBE PARTICIPATION:

On May 24, 2018, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON MAY 24, 2018.

20. WASHINGTON HOSPITAL CENTER CORPORATION	No additional funds requested	Renewal
Contract No. 06000, Non-Emergent Medical Air Transportation Services - Baltimore City Health Department - P.O. No. P544709		

On August 08, 2018, the Board approved the initial award for the amount of \$250,000.00. On July 31, 2019, the Board approved the first renewal for the amount of \$500,000.00. The Board is requested to approve the second renewal at no cost. With this renewal, the total contract value will be \$750,000.00.

Non-Emergent Medical Air Transportation services for critical care patients are provided by the Maryland Department of Health (MDH) through the Transportation Grants Program. MDH protocol states "All Air Ambulance transport cost for Maryland Medicaid Recipients will be paid by the Baltimore City Health Department, through the Transportation Grants Program." Service providers may submit invoices as late as two years after services have been rendered prior to the review and verification process, which takes approximately one year.

The requested amount is required for payment of outstanding invoices and new invoices for the referenced time period.

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 - cont'd

The State of Maryland must license all air ambulance service companies. The company name above is licensed by the State of Maryland. The MDH protocol further states, "This [City Health Department] will screen all calls as to eligibility and medical necessity, and the appropriate transportation will be arranged when approved."

MBE/WBE PARTICIPATION:

On July 16, 2018, it was determined no goals would be set because of no opportunity to segment the contract. The contracting hospitals utilize its staff during transport.

MWBOO GRANTED A WAIVER ON JULY 16, 2018.

21. J.G.B ENTERPRISES, INC.	No additional funds requested	Extension
Contract No. B50003531, Various Hoses and Accessories - Department of Public Works - P.O. No. P527911		

On June 25, 2014, the Board approved the initial award for the amount of \$248,656.71. On August 09, 2017, the Board approved the first renewal for the amount of \$100,000.00. On October 24, 2018, the Board approved the second renewal at no cost. On August 07, 2019, the Board approved an extension for the amount of \$50,000.00. On January 29, 2020, the Board approved an extension at no cost. The Board is requested to approve an extension while solicitation B50006086 is being prepared. With the extension, the total contract value will be \$398,656.71.

MBE/WBE PARTICIPATION:

On May 1, 2014, MWBOO determined no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON MAY 01, 2014.

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 - cont'd

22. STRYKER SALES

CORPORATION	\$450,000.00	Renewal
Contract No. 08000 - LifePak 15 Monitor/Defibrillator Maintenance - Baltimore Fire Department - P.O. No. P550869		

On September 24, 2014, the Board approved the initial award for the amount of \$231,873.60. On December 23, 2015, the Board approved an increase for the amount of \$200,000.00. On June 08, 2016, the Board approved an increase for the amount of \$250,000.00. On August 10, 2016, the Board approved the first renewal for the amount of \$450,000.00. On October 18, 2017, the Board approved an increase for the amount of \$280,000.00. On August 29, 2018, the Board approved the second renewal for the amount of \$450,000.00. On October 02, 2019, the Board approved an Assignment Agreement. The Board is requested to approve the third and final renewal for the amount of \$450,000.00. This renewal will make the total contract value \$2,311,873.60.

MBE/WBE PARTICIPATION:

Not applicable. This contract meets the requirement for certification as a sole source procurement.

Baltimore Police Department

23. PROLOGIC ITS, LLC

	\$125,723.68	Purchase Agreement/ Sole Source
Contract No. 08000 - Transport Van Cameras - Baltimore City Police Department - Req. No. R855342		

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 - cont'd

The Board is requested to approve and authorize execution of a Purchase Agreement with ProLogic, LLC. The period of the agreement is June 27, 2020 through June 26, 2021.

This request is to procure, using the Governor's Office of Crime Control and Prevention Technology Grant, funds to upgrade the Baltimore City Police Department's (BCPD) Prisoner Transport vehicles Video and Surveillance Systems. This is for the hardware and installation for 16 Prisoner Transport vehicles.

The BCPD is currently using a system that has reached end of life. The upgrade will feature live streaming capabilities. Storage is in AXON's Evidence.com continuing the objective of having one platform for video storage, and further the goal of Consent Decree compliance. ProLogic is the only camera surveillance system that is approved to interface with AXON's Evidence.com and is only available from the Vendor. The above amount is the City's estimated requirement.

It is hereby certified that the above procurement is of such a nature that no advantage will result in seeking, nor would it be practicable to obtain competitive bids. Therefore, pursuant to Article VI, §11 (e)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

MBE/WBE PARTICIPATION:

Not applicable. This is a proprietary product only available from the Vendor.

APPROVED FOR FUNDS BY FINANCE

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:

2551 - 2552

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

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

- | | | |
|--------------------------------------|--------------------------------------|--------------|
| 6. B50005939, Backhoe with
Loader | Valley Supply &
Equipment Company | \$ 73,807.87 |
|--------------------------------------|--------------------------------------|--------------|

(Department of General Services,
Fleet Management)

MBE/WBE PARTICIPATION:

On February 1, 2019, MWBOO determined no goals would be set because of no opportunity to segment the contract. This is for the purchase of commodities from an authorized heavy equipment dealer who is required to provide associated pre-delivery inspection and warranty repairs.

MWBOO GRANTED A WAIVER ON FEBRUARY 1, 2019.

- | | | |
|---|--------------------|--------------|
| 7. B50005951, 1-Ton 4x4
Crew Cab Pickup
Truck with Open
Utility Body | Sheehy Auto Stores | \$ 54,325.00 |
|---|--------------------|--------------|

(Department of General Services,
Fleet Management)

MBE/WBE PARTICIPATION:

On February 1, 2019, MWBOO determined no goals would be set because of no opportunity to segment the contract. This is for the purchase of commodities from an authorized heavy equipment dealer who is required to provide associated pre-delivery inspection and warranty repairs.

MWBOO GRANTED A WAIVER ON FEBRUARY 1, 2019.

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

- | | | |
|--|---|----------------|
| 8. B50005960, OEM Parts
Hydraulic Hoses &
Fittings | Tipco Technologies,
Inc.
R/W Connection | \$1,000,000.00 |
|--|---|----------------|

(Department of General Services,
Fleet Management)

MBE/WBE PARTICIPATION:

On July 23, 2019, it was determined no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER ON JULY 23, 2019.

- | | | |
|--|----------|-----------------------|
| 9. B50005774, Corporate
Purchasing Card
Services | M&T Bank | Revenue
Generating |
|--|----------|-----------------------|

(Department of Finance,
Bureau of Procurement)

The Board is requested to approve and authorize execution of the agreement with M&T Bank. The period of the agreement is July 01, 2020 through June 30, 2025, with one five-year renewal option at the sole discretion of the City.

MBE/WBE PARTICIPATION:

On April 04, 2019, MWBOO determined no goals would be set because of no opportunity to segment the contract. This is a revenue generating program.

MWBOO GRANTED A WAIVER ON FEBRUARY 1, 2019.

MINUTES**PROPOSALS AND SPECIFICATIONS**

1. Department of General Services - GS 19817, Baltimore Street
Garage Restoration
BIDS TO BE RECV'D: 8/5/2020
BIDS TO BE OPENED: 8/5/2020

2. Department of Recreation & Parks - RP 20801, Racheal Wilson
Memorial Park Playground
BIDS TO BE RECV'D: 8/5/2020
BIDS TO BE OPENED: 8/5/2020

MINUTES

President: "As there is no more business before the Board, we will recess until bid opening at twelve noon. We will also reconvene on July 1, 2020. Thank you for tuning in. Please stay safe everyone."

* * * * *

MINUTES

Comptroller: "Good afternoon. The Board of Estimates is now in session for the receiving and opening of bids. In accordance with the directives of the Mayor and Governor prohibiting gatherings of more than 10 people and as part of the overall effort limit transmission of COVID-19 virus. The COVID-19 virus. The Board of Estimates is conducting bid openings remotely. Members of the public can call in to listen to bid openings live by calling 443 984-1696 and entering Access Code 0817325. Board of Estimates meetings are also broadcast live on CharmTV Channel 25, on Comcast Cable in Baltimore City. Meetings are also streamed on the Internet at www.charmtvbaltimore.com/watch-live. The Board of Estimates will continue to conduct bid openings remotely while the State of Emergency declared by the Mayor of Baltimore and the Governor of Maryland remains in effect."

MINUTES

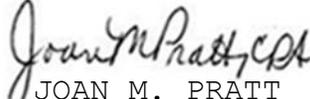
BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Comptroller announced that **THERE WERE NO ADDENDA RECEIVED** extending the dates for receipt and opening of bids. There were no objections.

Thereafter, UPON MOTION duly made and seconded, the Comptroller announced that **THERE NO BIDS WERE SCHEDULED TO BE RECEIVED.**

* * * * *

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, July 1, 2020.


JOAN M. PRATT
Secretary