

MINUTES**REGULAR MEETING**

Honorable Bernard C. "Jack" Young, President
Honorable Catherine E. Pugh, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Rudolph S. Chow, Director of Public Works
Andre M. Davis, City Solicitor
S. Dale Thompson, Deputy Director of Public Works
Dana P. Moore, Deputy City Solicitor
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good morning. The June 27, 2018 meeting of the Board of Estimates is now called to order. In the interest of promoting the efficiencies of the order and efficiencies of these hearings, person who are disruptive to the hearing will be asked to leave the hearing room immediately. Meetings of the Board of Estimates are open to the public for the duration of the meeting. The hearing must -- the hearing room must be vacated at the conclusion of the meeting. Failure to comply may result in the charge of trespassing. I will direct the Board members attention to the memorandum from my office dated June 25, 2018 identifying matters to be considered as routine agenda items together with any corrections and additions

MINUTES

that have been noted by the Deputy Comptroller -- I mean by the Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

City Solicitor: "I so move, Mr. President."

Comptroller: "I Second."

President: "All in favor say AYE. All opposed, Nay. The Motion carries. The routine agenda has 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:

Mid-Atlantic Electrical Contracting, Inc. \$940,000.00

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:

DMY Engineering Consultants, Inc. Engineer

Ross Technical Services, Inc. Engineer

Urban Engineers, Inc. Engineer

There being no objections, the Board, UPON MOTION duly made and seconded, approved the prequalification of Contracts and Architects and Engineers for the listed firms.

MINUTES

Employees' Retirement System - Administrative Services Agreement

ACTION REQUESTED OF B/E:

The Board is requested by the Board of Trustees of the Retirement Savings Plan and Deferred Compensation Plan to approve an Administrative Services Agreement with Nationwide Retirement Solutions, Inc. for recordkeeping services for the City's Retirement Savings Plan and Deferred Compensation Plan.

AMOUNT OF MONEY AND SOURCE:

\$128,000.00 - approximately
(annually)

BACKGROUND/EXPLANATION:

The Board of Trustees of the Retirement Savings Plan and Deferred Compensation Plan conducted a search for a new record keeper for the Plans and, as a result of that search, the Board unanimously selected Nationwide Retirement Solutions, Inc. The search and selection was conducted with the assistance and advice of the Plans' investment advisor, Segal Advisors.

MWBOO SET GOALS OF 16% FOR MBE AND 6% FOR WBE.

MBE: FRS Partners, LLC	\$20,480.00	16%
WBE: Curry Printing and Copy Center	\$ 7,680.00	6%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTESEmployees' Retirement System - cont'd

UPON MOTION duly made and seconded, the Board approved the Administrative Services Agreement with Nationwide Retirement Solutions, Inc. for recordkeeping services for the City's Retirement Savings Plan and Deferred Compensation Plan. The Comptroller **ABSTAINED**.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested by the Board of Trustees of the F&P to approve a Subscription Agreement for its investment in the Columbia Capital Equity Partners VII (QP), L.P., a Delaware limited partnership.

AMOUNT OF MONEY AND SOURCE:

\$8,000,000.00 - (approximately) of F&P funds

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

All funds and expenses will be expended from the F&P. Columbia Capital, L.P. will be managing an initial investment of \$8,000,000.00 of F&P funds in Columbia Capital Equity Partners VII (QP), L.P., a communications infrastructure private equity fund.

The F&P Board of Trustees conducted a search for a private equity investment manager and, as a result of that search, selected Columbia Capital, L.P. to accept an initial investment of \$8,000,000.00 to be placed with Columbia Capital Equity Partners VII (QP), L.P. The search and selection process was conducted with the assistance and advice of the F&P System's investment advisor, Summit Strategies Group.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved the Subscription Agreement for its investment in the Columbia Capital Equity Partners VII, L.P., a Delaware limited partnership. The Comptroller **ABSTAINED**.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following page:

2577

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES**TRANSFERS OF FUNDS**

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department OF General Services</u>			
1.	\$150,000.00	9916-904845-9194	9916-902966-9197
	3 rd Public	Capital Constr.	Mitchell Courthouse
	Building Loan	& Maintenance	Jury Room Reno-
		(Reserve)	vation (Active)

This transfer will provide funds to the Department for the renovations of the jury room at Mitchell Courthouse and all associated in-house costs. The court is seeing an increase in the number of trials being held. In order to accommodate the additional jurors required for these trials, an additional assembly area is needed.

Department of Housing and Community Development

2.	\$ 22,000.00	9910-902985-9587	9910-907149-9588
	Mayor and City	Housing Dev.	Land Resources
	Council Revenue	(Reserve)	- Blight

This transfer will provide funding in accordance with the FY 2018 Ordinance of Estimates to support blight elimination efforts performed by the Land Resources Division.

MINUTES

Department of General Services - Design and Construction
Division Agreement for Project
1803, On-Call Architectural
Design Services

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Design and Construction Division Agreement for Project 1803, On-Call Architectural Design Services (Agreement) with Sanders Designs, P.A., (Consultant). The period of the Agreement is effective upon Board approval for four years, or until the upset limit is reached, whichever comes first.

AMOUNT OF MONEY AND SOURCE:

\$2,000,000.00 - upset limit

BACKGROUND/EXPLANATION:

Various City agencies, on a continuing basis, require architectural design services to modify, upgrade, or repair their facilities. Typically, the work is limited in scope and/or of an urgent nature, which in either case should not be postponed until the customary architectural selection process can be executed.

Under this agreement, the call for these services will be made as needs are identified. The costs of services rendered will be negotiated as a not-to-exceed price for each task assigned. Fees will be based on actual payroll rates. The payroll rates and multiplier have been reviewed by the Department of Audits.

The Agreement period will be four years, however any project started within the initial four-year period may continue beyond the four-year time frame until completion.

The total fee for this Agreement will not exceed \$2,000,000.00 without a formal amendment. The Consultant was selected pursuant to the Architect and Engineering Awards Commission procedures.

MINUTES

Department of General Services - cont'd

MBE/WBE PARTICIPATION:**MWBOO SET GOALS OF 18% MBE 10% WBE.**

MBE: Min Engineering, Inc.	\$0.00-\$360,000.00	0-18%
Kumi Construction Management Corporation	<u>0.00-\$360,000.00</u>	<u>0-18%</u>
	\$0.00-\$360,000.00	0-18%

(in the aggregate)

WBE: Carroll Engineering, Inc.	\$0.00-\$200,000.00	0-10%
MK Consulting Engineers, LLC	<u>0.00-\$200,000.00</u>	<u>0-10%</u>
	\$0.00-\$200,000.00	0-10%

(in the aggregate)

MWBOO FOUND VENDOR IN COMPLIANCE.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Design and Construction Division Agreement for Project 1803, On-Call Architectural Design Services with Sanders Designs, P.A.

MINUTES

Department of Transportation - Amendment No. 1 to Grant Agreement under the Maryland Bikeways Program

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 1 to Grant Agreement under the Maryland Bikeways Program (Amendment No. 1) with the Maryland Department of Transportation (MDOT). Amendment No. 1 will extend the period of the Agreement through when all payments under the grant have been made or on December 31, 2019, whichever is sooner.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On March 15, 2017, the Board approved a Grant Agreement in connection with the Martin Luther King, Jr. Sidepath Design Project.

The Maryland Department of Transportation granted the Department \$41,280.00 for completion of a Feasibility Analysis Report and Concept Plans for a 2-mile section of sidewalk on the west side of Martin Luther King, Jr. Boulevard between Russell Street and Eutaw Street. The Feasibility Analysis Report and Concept Plans are to be submitted to MDOT for review and comment. In addition the Department completes 30% of Design Plans for the Project area, prepares quarterly status reports, and final reports, as requested by the MDOT, and monitoring and supervision compliance with all provisions in the Grant Agreement.

Invoices/requests for reimbursement submitted by the City after the grant termination date will be identified as a disallowed cost and not processed for payment by MDOT.

AUDITS NOTED THE NO-COST TIME EXTENSION.

MINUTES

Department of Transportation - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 1 to Grant Agreement under the Maryland Bikeways Program with the Maryland Department of Transportation.

MINUTES

Department of Law - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Settlement Agreement and Release of an action brought by Ms. Rhonda Knox against the Baltimore City Department of Transportation for alleged violations of Title VII of the Civil Rights Act of 1964.

AMOUNT OF MONEY AND SOURCE:

\$92,500.00 - 2044-000000-1450-703800-603070

BACKGROUND/EXPLANATION:

The Claimant, a current Parking Control Supervisor at the DOT, filed a lawsuit alleging that she had been sexually harassed and subjected to offensive unwanted touching by a male supervisor. That supervisor is no longer employed with the City.

While the City disputes its liability, many of the alleged facts are deeply concerning to the City. Accordingly, to avoid the time, expense, and uncertainty of further administrative agency action and potential litigation and appeals, the parties agreed to settle this matter for a total sum of \$125,000.00, with the City of Baltimore responsible for paying \$92,500.00 of that amount.

The alleged harasser has agreed to pay \$32,500.00 of his own funds toward the settlement. In return, Claimant has agreed to dismiss the lawsuit and execute a general release of all related claims and a covenant not to sue against all defendants. The Department of Transportation's leadership agrees with the Law Department that the settlement is in the best interest of the City.

Based on a thorough review of the legal and factual issues specific to this particular claim, the Settlement Committee of the Law Department recommends that the Board of Estimates approve the settlement of this case as set forth above.

APPROVED FOR FUNDS BY FINANCE

MINUTES

Department of Law - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release of the action brought by Ms. Rhonda Knox against the Baltimore City Department of Transportation for alleged violations of Title VII of the Civil Rights Act of 1964.

MINUTES

Department of Transportation - Amendment No. 2 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 2 to Agreement (Amendment No. 2) with WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) under Project 1225 On-Call Design Consultant Services for Resurfacing and Reconstruction Projects. Amendment No. 2 will extend the period of the agreement through July 21, 2019.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On July 22, 2015, the Board approved the original agreement in the amount of \$1,000,000.00 for a period of two years. WSP USA, Inc. assisted the Department in providing various on-call engineering services for proposed improvements to the City's system of streets and highways.

On August 16, 2017, the Board approved Amendment No. 1 for a one-year time extension to complete ongoing services.

Amendment No. 2 will allow for continued design services of in-design projects.

MBE/WBE PARTICIPATION:

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

MBE: 27%

WBE: 10%

MINUTES

Department of Transportation - cont'd

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW THE TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 2 to Agreement with WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) under Project 1225 On-Call Design Consultant Services for Resurfacing and Reconstruction Projects.

MINUTES

Department of Transportation - Right-of-Entry Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Right-of-Entry Agreement with Henry R. Chaudron, Jr., and Susan A. Chaudron of 2340 Hoover Lane, Glen Arm, Maryland 21057.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Department of Transportation is proposing to enter on to the property owned by Henry R. Chaudron, Jr., and Susan A. Chaudron located at 2340 Hoover Lane, Glen Arm, Maryland 21057 for the purpose of performing construction work associated with Contract No. TR-11031-R, Loch Raven Watershed Culvert Repairs.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Right-of-Entry Agreement with Henry R. Chaudron, Jr., and Susan A. Chaudron of 2340 Hoover Lane, Glen Arm, Maryland 21057.

MINUTES

Department of Transportation - Right-of-Entry Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Right-of-Entry Agreement with Elaine P. Smith of 11012 Glen Arm Road, Glen Arm Maryland 21057.

AMOUNT OF MONEY AND SOURCE

N/A

BACKGROUND/EXPLANATION:

The Department of Transportation is proposing to enter on to the property owned by Elaine P. Smith located at 11012 Glen Arm Road, Glen Arm, Maryland 21057 for the purpose of performing construction work associated with contract no. TR-11031-R, Loch Raven Watershed Culvert Repairs.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Right-of-Entry Agreement with Elaine P. Smith of 11012 Glen Arm Road, Glen Arm, Maryland 21057.

MINUTES

Mayor's Office of Human Services - Amendment No. 1 to Contract

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 1 to Contract (Amendment No. 1) with Dayspring Programs, Inc. The period of the Amendment No. 1 is June 18, 2018 through August 10, 2018.

AMOUNT OF MONEY AND SOURCE:

\$51,000.00 - 5000-586818-1772-769600-603051

BACKGROUND/EXPLANATION:

On April 4, 2018, the Board approved an agreement in the amount of \$81,984.00 with Dayspring Programs, Inc. to provide 85 children during the summer with Head Start services.

This Amendment No. 1 will allow Dayspring Programs, Inc. to provide for an additional 51 children.

Dayspring Programs, Inc. will now serve a total of 136 children and families for eight weeks during the months of June 18, through August 10, 2018 for no less than 7 hours per day. Teaching staff will provide individualized services to Head Start children ages 3 and 4 years of age in order to decrease summer learning loss. This Amendment No. 1 increases the contract amount to \$132,984.00.

Dayspring Programs, Inc. will also provide family services and support, classroom supplies and materials, quality instruction along with field trips to enhance classroom experiences.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Mayor's Office of Human Services - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to Contract No. 1 with Dayspring Programs, Inc.

MINUTESMayor's Office of Human Services - Two-Month Advance of Funds

The Board is requested to approve and authorize a two-month advance of funds for the following organizations.

1. **DAYSPRING PROGRAMS, INC.** **\$842,213.50**

Account: 4000-486319-1772-516000-603051

The Dayspring Programs, Inc., is requesting a two-month advance on the full amount of the contract, which is \$5,053,281.00. This advance will allow operations of the Dayspring Programs, Inc., to continue for Fiscal Years 2018-2019. The period of the Agreement is July 1, 2018 through June 30, 2019.

2. **UNION BAPTIST CHURCH-SCHOOL, INC.** **\$248,605.00**

Account: 4000-486319-1772-516000-603051

Union Baptist Church-School Inc., is requesting a two-month advance on the full amount of the contract, which is \$1,491,630.00. This advance will allow operations of the Union Baptist Church-School, Inc., Head Start program to continue. The period of the agreement is July 1, 2018 through June 30, 2019.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION

UPON MOTION duly made and seconded, the Board approved and authorized the two-month advance of funds for the foregoing organizations.

MINUTES

Mayor's Office of Human Services (MOHS) - Consultant Agreements

The Board is requested to approve and authorize execution of the Non-Construction Consultant Agreements and a Provider Agreement.

<u>Consultant</u>	<u>Hourly Rate</u>	<u>Amount</u>
1. TIFFIANY J. JOHNSON	\$50.00	\$ 12,000.00

Account: 4000-486319-1772-452200-603051

Under the terms of the agreement, Ms. Johnson will manage the Child Outcome Planning and Assessment (COPA) database for all city Head Start users. Ms. Johnson will monitor and respond to all support ticket requests from Head Start users, complete database customization requests and communicate directly with COPA as needed to ensure that the database is accurate and up to date. Ms. Johnson will compile the monthly Management by Information report for Baltimore City Head Start administration. The period of the agreement is July 1, 2018 through June 30, 2019.

2. MICHELLE GRANT	\$50.00	\$ 60,000.00
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Account: 1001-000000-1772-512700-603051

Under the terms of agreement, Ms. Grant will conduct classroom observations, provide mentoring, coaching and guidance to Teachers and Assistant Teachers as well as technical support, training and oversight for three Baltimore City Head Start programs. Ms. Grant will provide all necessary reports based on all services provided. The period of the agreement is July 1, 2018 through June 30, 2019.

MWBOO GRANTED A WAIVER.

MINUTESMOHS - cont'd

	<u>Consultant</u>	<u>Hourly Rate</u>	<u>Amount</u>
3.	MARY GISRIEL HENN	\$50.00	\$ 60,000.00

Account: 1001-000000-1772-512700-603051

Under the terms of the agreement, Ms. Henn will conduct classroom observations, provide mentoring, coaching and guidance to Teachers and Assistant Teachers as well as technical support, training and oversight for three Baltimore City Head Start programs. Ms. Henn will provide all necessary reports based on all services provided. The period of the agreement is July 1, 2018 through June 30, 2019.

MWBOO GRANTED A WAIVER.

4.	DEBORAH FAYE SHARPE	\$50.00	\$ 60,000.00
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Account: 1001-000000-1772-512700-603051

Under the terms of the agreement, Ms. Sharpe will serve as a Mentor Coach. She will conduct classroom observations, provide mentoring, coaching and guidance to Teachers and Assistant Teachers as well as technical support, training and oversight for three Baltimore City Head Start Programs. She will also provide all necessary reports based on all services provided. The period of the Agreement is July 1, 2018 through June 30, 2019.

MWBOO GRANTED A WAIVER.

5.	TAWANDA ROLLINS	\$50.00	\$ 60,000.00
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Account: 1001-000000-1772-512700-603051

MINUTES

MOHS - cont'd

<u>Consultant</u>	<u>Hourly Rate</u>	<u>Amount</u>
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Under the terms of the agreement, Ms. Rollins will conduct classroom observations, provide mentoring, coaching and guidance to Teachers and Assistant Teachers as well as technical support, training and oversight for three Baltimore City Head Start programs. Ms. Rollins will provide all necessary reports based on all services provided. The period of the agreement is July 1, 2018 through June 30, 2019.

MWBOO GRANTED A WAIVER.

6.	LINDA WICKLEIN	\$50.00	\$ 70,000.00
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Account: 1001-000000-1772-512700-603051

Under the terms of the agreement, Ms. Wicklein will conduct classroom observations, provide mentor, coaching and guidance to Teachers and Assistant Teachers as well as technical support, training and oversight for three Baltimore City Head Start programs. Ms. Wicklein will provide all necessary reports based on all services provided. The period of the agreement is July 1, 2018 through June 30, 2019.

MWBOO GRANTED A WAIVER.

7.	MICHELE S. WILLIAMS, LLC	\$85.00	\$ 88,400.00
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Accounts:	4000-407016-3571-759900-600000		\$ 59,000.00
	4000-407017-3571-759000-603051		\$ 29,400.00

Under the terms of the agreement, Ms. Williams, LLC will provide technical assistance, strategic planning services, and assistance with system development for the City of Baltimore's Coordinated Access system operated by the Mayor's office of Human Services. The Coordinated Access System

MINUTESMOHS - cont'd

<u>Consultant</u>	<u>Hourly Rate</u>	<u>Amount</u>
<p>assesses, screens and triages homeless individuals to appropriate housing and services. The period of the Agreement is May 1, 2018 through October 31, 2018.</p>		

The delay in submitting the agreement for approval is because of a delay in finalizing the scope of services.

MWBOO GRANTED A WAIVER.

Provider Agreement

8. **BRIDGE HAVEN, INC.** **\$376,974.65**

Account: 1001-000000-3572-781900-603051

Under the terms of the Provider Agreement, Bridge Haven, Inc. will use funds to operate a women's overflow shelter for 78 women per night. The funds will be used to cover personnel cost, rent, food, utilities, client transportation costs, and operating costs for the shelter. The period of the Agreement is July 1, 2018 through January 31, 2019.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Non-Construction Consultant Agreements and the Provider Agreement.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

2596 - 2621

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 Comptroller **ABSTAINED** on item no. 47.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Office of Civil Rights and Wage Enforcement</u>		
1. SAMANTHA JEFFREY	\$20.00	\$24,960.00

Account: 1001-000000-1562-171500-601009

Ms. Jeffrey, retiree, will continue to work as a Contract Services Specialist II. Her duties will include, but are not limited to performing a wide variety of investigative work including conducting interviews and investigations, taking statements from complainants, witnesses and law enforcement officials, and writing reports. The agreement is effective upon Board approval through June 30, 2019.

Baltimore City Circuit Court

2. LAUREN DIDOMENICO- HUTCHINSON	\$32.85	\$59,984.10
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Account: 1001-000000-1100-109400-601009

3. RACHEL JIANG	\$32.85	\$59,984.10
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Account: 1001-000000-1100-109400-601009

Mses. Didomenico-Hutchinson and Jiang, will continue to work as a Contract Services Specialist II. Their duties will include, but are not limited to reviewing motions and making recommendations in a wide variety of civil non-domestic cases, performing legal research for either the Masters or Judges and drafting opinions and orders. They will also train and supervise paralegals, legal assistants, academic interns and other employees in the office, prepare for meetings with the Bar concerning cases, prepare for and assist with redemption hearings and status conferences in tax sales cases and will be on-call for the Judges during their

MINUTES**PERSONNEL**Hourly RateAmountBaltimore City Circuit Court - cont'd

hearings should they require assistance. The period of the agreements are July 1, 2018 through June 30, 2019.

Baltimore City Convention Center4. Reclassify the following position:

From: HR Assistant I
 Job Code: 07382
 Grade: 081 (\$33,372.00 - \$39,536.00)
 Position No.: 42425

To: HR Assistant II
 Job Code: 08005
 Grade: 085 (\$38,163.00 - \$45,985.00)

Cost: \$8,136.17 - 1001-000000-5311-391300-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Department of Finance5. Create the following new classification:

- a. Classification: License Inspector II (Collections)
 Job Code: 08006
 Grade: 083 (\$35,683.00 - \$42,436.00)

Reclassify the following position:

- b. From: License Inspector (Collections)
 Job Code: 42998
 Grade: 081 (\$33,372.00 - \$39,536.00)
 Position No.: 12488

MINUTES**PERSONNEL**Department of Finance - cont'd

To: License Inspector II (Collections)
 Job Code: 42999
 Grade: 083 (\$35,683.00 - \$42,436.00)

Cost: \$2,900.00 - 1001-000000-1480-619000-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

6. Reclassify the following filled position:

From: Bindery Worker I
 Job Code: 52541
 Grade: 075 (\$29,057.00 - \$33,029.00)
 Position No.: 12257

To: Bindery Worker II
 Job Code: 52542
 Grade: 079 (\$31,501.00 - \$36,776.00)

Cost: \$3,747.00 - 2031-000000-1443-161800-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

7. Reclassify the following vacant position:

From: Secretary III
 Job Code: 33233
 Grade: 084 (\$37,001.00 - \$44,161.00)
 Position No.: 12095

MINUTES

PERSONNEL

Hourly Rate

Amount

Department of Finance - cont'd

To: Operations Assistant I
Job Code: 31104
Grade: 902 (\$41,718.00 - \$66,708.00)

Cost: \$4,717.00 - 1001-000000-1411-160400-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Fire Department

8. **LAUREN** \$27.19 **\$8,700.80**
FAULKNER-BOND

Account: 1001-000000-2112-226000-601009

Ms. Faulkner-Bond, will continue to work as a Contract Services Specialist II. Her duties will include, but are not limited to providing classroom training instructions to the High School Fire/Rescue Program in the subject area of Emergency Medical Technician, conducting assessments and testing and providing additional training and materials to assure student success. She will also apply principles and techniques of training; develop, implement, interpret and recommend changes in training programs as needed to meet student success and in preparation for certification examinations. The period of the agreement is June 27, 2018 through August 21, 2018.

Department of General Services

9. Reclassify the following filled position:

From: Secretary II
Job Code: 33232
Grade: 078 (\$30,871.00 - \$35,600.00)
Position No.: 1981-20052

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Department of General Services - cont'd</u>		
To: Operations Officer I		
Job Code: 31109		
Grade: 923 (\$59,466.00 - \$95,370.00)		
Cost: \$55,032.00 - 1001-000000-1981-194600-601001		
This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.		
10.	LEANDRE BOWLING	\$20.40
		\$38,760.00

Account: 1001-000000-1981-718100-601009

Mr. Bowling, will continue to work as a Contract Services Specialist II. His duties will include, but are not limited to creating, correcting and converting architectural drawings to Computer Aided Drawing Design (CADD) drawings, uploading to and maintaining CADD drawings in Archibus, assisting in spearheading the Archibus Space Management and Emergency Preparedness module effort. He will also create icon blocks for emergency equipment located on emergency preparedness documents and emergency routes, create blocks for office spaces to determine occupancy and square footages for agencies, conduct project field inspections of building sites, materials, landscaping, and methods of construction to monitor and insure the proper implementation of project plans and specifications. Mr. Bowling will assist with other data cleaning and reconciling efforts related to Archibus, connect asset information by developing blocks and attaching specific data in real time, capture internal imagery for City-owned buildings and stitch them together to create a 360-degree view of spaces. The period of the agreement is effective upon Board approval for one year.

MINUTES

PERSONNEL

Department of General Services - cont'd

11. Reclassify the following vacant position:

From: Driver I
Job Code: 54437
Grade: 424 (\$30,558.00 - \$32,432.00)
Position No.: 1890-19932

To: HR Assistant II
Job Code: 33683
Grade: 085 (\$38,163.00 - \$45,985.00)

Cost: \$21,135.00 - 2030-000000-1890-189500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Health Department

12. Create the following vacant position:

Classification: Health Analysis Supervisor
Job Code: 61245
Grade: 936 (\$79,152.00 - \$126,582.00)
Position No.: To Be Determined by BBMR

Cost: \$111,349.99 - 4000-499618-3080-294200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES**PERSONNEL**

Health Department - cont'd

13. Create the following position:

Classification: Program Coordinator
Job Code: 31192
Grade: 923 (\$59,466.00 - \$95,370.00)
Position No.: To Be Determined by BBMR

Cost: \$86,510.20 - 4000-406818-3080-288500-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

14. Create the following position:

Classification: Operations Officer II
Functional Title: Program Manager
Job Code: 31110
Grade: 927 (\$63,240.00 - \$101,184.00)
Position No.: To Be Determined by BBMR

Cost: \$91,272.23 - 5000-569718-3023-273300-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

15. Create the following three positions:

Classification: Research Analyst
Job Code: 34512
Grade: 927 (\$63,240.00 - \$101,184.00)
Position No.: To Be Determined by BBMR

MINUTES**PERSONNEL**Hourly RateAmountHealth Department - cont'd

Cost: \$273,816.69 - 5000-569718-3023-273300-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

16. **MICHAEL PERSON** \$10.10 **\$10,504.00**

Account: 5000-535719-3024-768700-601009

Mr. Person, will continue to work as a Contract Services Specialist II. His duties will include, but are not limited to assisting staff with administrative duties, performing daily operations including opening and closing procedures, and providing assistance with fitness center programs and services. He will also conduct new member orientation including tours, blood pressure screenings and membership card distribution, perform facility and equipment cleaning/maintenance processes, and assist with program marketing and promotions. This is a 1% increase in the hourly rate from the previous contract period. The period of the agreement is July 1, 2018 through June 30, 2019.

17. **LILLIAN HARRELL** \$10.10 **\$10,504.00**

Account: 5000-532819-3254-767200-601009

Ms. Harrell, will continue to work as a Contract Services Specialist II. Her duties will include, but are not limited to providing monthly telephone calls to participants to get updates on seniors' status, documenting status on report forms and meeting with case managers to discuss calls. She will also assist with faxing documents to service providers, shred confidential documents, assist with copying resource documents and manuals, assist with data entry, and operate

MINUTES**PERSONNEL**Hourly RateAmountHealth Department - cont'd

the fax machine, copier, shredder and computer. This is a 9% increase in the hourly rate from the previous contract period. The period of the agreement is July 1, 2018 through June 30, 2019.

18. **SIOK-BI WEE** \$32.00 **\$22,528.00**

Account: 1001-000000-3150-307700-601009

Ms. Siok-Bi Wee will continue to work as a Contract Services Specialist II. Her duties will include, but are not limited to conducting rabies surveillance, bite investigations, risk assessments on bite victims, and discussing rabies post-exposure prophylaxis with health care providers. She will also conduct reportable communicable disease surveillance investigations, outbreak investigations, and provide data analysis. The period of the agreement is July 1, 2018 through October 31, 2018.

19. **ARIANA JACKSON** \$16.50 **\$32,175.00**

Account: 5000-534119-3044-767900-601009

Ms. Jackson will continue to work as a Contract Services Specialist II. Her duties will include, but are not limited to screening clients and representatives requesting information to determine the nature of social, medical, economic and other issues, providing information to clients, client representatives and agency personnel both in person and by telephone, assisting clients to complete applications for various assistance-related programs (Medicaid, Medicare, Food Stamps, Social Security, etc.). She will also receive referrals from other agencies and programs, assess identified needs and provide appropriate information and referral, maintain daily log and documents information and referral work. The period of the agreement is July 1, 2018 through June 30, 2019.

MINUTESDepartment of Housing and Community Development (DHCD)20. Create the following position:

Classification: Operations Officer III
Job Code: 00087
Grade: 929 (\$67,218.00 - \$107,406.00)
Position No.: To be determined by BBMR

Cost: \$147,329.00 - 1001-000000-5832-594900-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

21. Create the following position:

Classification: Operations Officer III
Job Code: 31111
Grade: 929 (\$67,218.00 - \$107,406.00)
Position No.: To be determined by BBMR

Cost: \$124,411.00 - 1001-000000-1776-179300-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

22. Create the following position:

Classification: Operations Director I
Job Code: 00093
Grade: 967 (\$101,592.00 - \$167,484.00)
Position No.: To be determined by BBMR

Cost: \$185,743.50 - 1001-000000-1776-179300-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Baltimore City Office of Information Technology</u>		
23. WESLEY HENSON	\$36.00	\$100,080.00

Account: 1001-000000-1474-165700-601009

Mr. Henson will continue to work as a Contract Services Specialist II. His duties will include but are not limited to administering and supporting the City's Active Directory Services (ADS) network of 8,500 plus workstations, servers, and 15,000 plus clients; maintains, creates and modifies new accounts, monitor user accounts in ADS and adjust user's rights and permissions; administers email and policy implementation, assists in the implementation of the network infrastructure of routers, switches and hubs; performs workstation assessments to make recommendations for network upgrades; perform daily assessments for possible virus attacks, network outages and Blackberry/smart phones, disconnects; researches with Senior Network & service Engineer for solutions for exchange, SQL, MS Server & Patchlink.

He will also provide System and Network Engineering support with hardware and software implementation and support, provide installation and maintenance of City network print servers to City agencies, utilize DHCP Citrix Server for reservations and new exclusions for IP addresses and network printers, provide Tier 1-level technical support for City users including diagnosing hardware, software and network issues, provide account maintenance, create, modify and delete accounts and provide step-by-step resolution to customers to resolve technical issues. This is a 7% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

MINUTES

PERSONNEL

Law Department

24. Create the following position:

Classification: OIG Agent

Job Code: 10210

Grade: 927 (\$63,240.00 - \$101,184.00)

Position No.: To be determined by BBMR

Cost: \$107,634.00 - 2043-000000-1081-109300-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

25. Classify the following vacant position:

From: New Position

Job Code: 90000

Grade: 900 (\$1.00 - \$204,000.00)

Position No.: 52370

To: Operations Manager II

Job Code: 00091

Grade: 942 (\$88,842.00 - \$146,472.00)

Costs: \$158,409.00 - 1001-000000-1763-175200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES

PERSONNEL

Law Department - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
26. <u>Classify the following vacant position:</u>		
From: New Position		
Job Code: 90000		
Grade: 900 (\$1.00 - \$204,000.00)		
Position No.: 52374		
To: Paralegal		
Job Code: 84241		
Grade: 090 (\$46,670.00 - \$56,723.00)		
Costs: \$4,513.00 - 2043-000000-1751-175200-601001		
This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.		

27. LARRY JENKINS	\$70.74	\$84,888.00
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Account: 2036-000000-1752-175200-601009

Mr. Jenkins, retiree, will work as a Contract Service Specialist I. His duties will include, but are not limited to assisting in drafting and reviewing difficult and sophisticated documents for the Department of Finance, the City of Baltimore Development Corporation, the Transportation Department, the Department of Real Estate and other City departments and agencies as assigned. This salary is in compliance with AM 212-I, Part I. The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Mayor's Office of African American Male Engagement (MOAAME)</u>		
28. JOHN PRICE	\$22.50	\$45,000.00

Account: 1001-000000-1250-779400-601009

Mr. Price will work as a Contract Services Specialist II. His duties will include, but are not limited to aligning and focusing on resources and initiatives towards the specific goals of reducing economic and social disparities, improving outcomes for African-American men and boys and the communities in which they live. The overarching purpose also includes focus on serving all immigrants and other populations of men and boys in the City of Baltimore. The period of the agreement is effective upon Board approval for one year.

Mayor's Office of Human Services (MOHS)

29. Reclassify the following filled position:

From: Program Analyst
 Job Code: 10247
 Grade: 927 (\$63,240.00 - \$101,184.00)
 Position No.: 50326

To: Operations Officer V
 Job Code: 00089
 Grade: 936 (\$78,152.00 - \$126,582.00)

Cost: \$37,652.00 - 4000-407017-3571-754600-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES

PERSONNEL

MOHS - cont'd

30. Create the following position:

Classification: Operations Officer II
Job Code: 31110
Grade: 927 (\$63,240.00 - \$101,184.00)
Position No.: To be assigned by BBMR

Cost: \$107,508.00 - 1001-000000-3574-327200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

31. Create the following position:

Classification: Program Coordinator
Job Code: 31192
Grade: 923 (\$59,446.00 - \$95,370.00)
Position No.: To be assigned by BBMR

Cost: \$101,092.00 - 6000-607318-3573-627200-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

32. Create the following two positions:

Classification: Operations Assistant I
Job Code: 31104
Grade: 902 (\$41,718.00 - \$66,708.00)
Position Nos.: To be assigned by BBMR

Cost: \$141,842.00 - 1000-000000-3574-327200-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES

PERSONNEL

MOHS - cont'd

33. Create the following 28 positions:

Classification: Energy Program Technician I
Job Code: 75332
Grade: 552 (\$31,640.00 - \$33,900.00)
Position No.: To be assigned by BBMR

Cost: \$1,508,472.00 - 5000-585918-1191-719000-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Department of Recreation and Parks

34. Reclassify the following vacant position:

From: Office Support Specialist III
Job Code: 33213
Grade: 078 (\$30,871.00 - \$35,600.00)
Position No.: 24559

To: HR Generalist II
Job Code: 33677
Grade: 923 (\$59,466.00 - \$95,370.00)

Cost: \$37,622.00 - 1001-000000-4711-362000-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES

PERSONNEL

Hourly Rate

Amount

Dept. of Recreation and Parks - cont'd

35. Reclassify the following vacant position:

From: Office Support Specialist III
Job Code: 33213
Grade: 078 (\$30,871.00 - \$35,600.00)
Position No.: 24060

To: HR Business Partner
Job Code: 07371
Grade: 931 (\$72,420.00 - \$115,770.00)

Cost: \$54,666.00 - 1001-000000-4711-362000-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

36. **VICTOR MIRANDA** \$40.00 **\$ 70,720.00**

Account: 5000-578716-4711-361850-601009

Mr. Miranda will continue to work as a Contract Services Specialist II. He will produce data layers, maps, tables, and reports, develop a database structure and collections method to incorporate data from a citywide assessment of park facilities, and analyze the facilities assessment, applying suggested life cycles and projecting agency priorities as a means of guiding the CIP requests and annual maintenance needs. In addition, he will analyze data collected through citywide and park-user surveys to show where recreational and programming deserts exist; analyze capital funding allocations relative to equity within the City, and create rendered maps for use in park signage and marketing. This is a 5% increase in the hourly rate from the previous contract year. The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**

Dept. of Recreation and Parks - cont'd

37. Create the following position:

Classification: Construction Contract Administrator

Job Code: 72494

Grade: 927 (\$63,240.00 - \$101,184.00)

Position No.: To be determined by BBMR

Cost: \$107,528.00 - 5000-577718-4781-363900-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

38. Reclassify the following vacant position:

Position No.: 24478

From: Recreation Leader I

Job Code: 83111

Grade: 075 (\$29,057.00 - \$33,029.00)

To: Recreation Manager

Job Code: 83233

Grade: 931 (\$72,420.00 - \$115,770.00)

Costs: \$57,053.00 - 2028-000000-4803-784800-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

39. Reclassify the following filled position:

Position No.: 49440

From: Park Administrator

Job Code: 71430

Grade: 904 (\$46,920.00 - \$75,072.00)

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Dept. of Recreation and Parks - cont'd</u>		
To: Operations Officer III		
Job Code: 31111		
Grade: 929 (\$67,218.00 - \$107,406.00)		
Cost: \$11,653.00 - 6000-680418-4731-677600-601001		
This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.		
40. NICOLE K. McDANIELS	\$28.00	\$ 52,416.00

Account: 5000-577718-4781-363900-601009

Ms. McDaniels will work as a Contract Service Specialist II. She will plan, develop, and implement in-service training programs for park maintenance staff, coordinate training with subject matter experts, update the Park Maintenance Technician Handbook, and collaborate with the Department of Natural Resources, Maryland Park Service to create, develop and implement green job training programs for youth. In addition, Ms. McDaniels will develop educational activities, design work assignments, supervise team leaders, oversee daily programs, write proposals, coordinate work assignments, and supervise work projects. The period of the agreement is effective upon Board approval for one year.

41. Reclassify the following vacant position:

Position No.: 43670

From: Operations Officer III
 Job Code: 00087
 Grade: 929 (\$67,218.00 - \$107,406.00)

MINUTES

PERSONNEL

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Dept. of Recreation and Parks - cont'd</u>		

To: Operations Manager II
 Job Code: 00091
 Grade: 942 (\$88,842.00 - \$146,472.00)

Costs: \$2,555.00 - 1001-000000-4711-362100-601001

This position is to be considered a Position of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Office of the State's Attorney for Baltimore City

42.	ALBERT M. MARCUS, SR.	\$27.74	\$ 57,700.00
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Account: 1001-000000-1150-118000-601009

Mr. Marcus, Sr., retiree, will continue to work as a Contract Services Specialist I. He will investigate felony, homicide, and violent crime cases, locate and interview witnesses, and act as a liaison with Police agencies. This is a 2% increase in the hourly rate as in the previous contract period. The period of the agreement is July 5, 2018 through July 4, 2019.

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

Ms. Snowden will continue to work as a Contract Services Specialist II. She will manage a database that tracks lab results from the Baltimore City Police Department to assure that prosecutors throughout the office know the status of each request in preparing for trial and track lab reports for

MINUTES

PERSONNEL

Hourly Rate Amount

every trial. In addition, Ms. Snowden will track post-conviction petitions, DNA post-conviction petitions, Actual Innocence petitions, motions to reopen petitions, various new trial motions, and administer day-to-day secretarial tasks. The period of the agreement is July 8, 2018 through July 7, 2019.

- 44. **YUVELQUI RIVERA** \$44.58 **\$ 85,000.00**
RATTIGAN

Account: 4000-482417-1156-117900-601009

Ms. Rattigan will continue to work as a Contract Services Specialist II. She will provide individual therapy for child witnesses to the Homicide Unit at the State's Attorney's Office's Family Bereavement Center. She will also work 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. This is a 2% increase in the hourly rate as in the previous contract period. The period of the agreement is July 5, 2018 through July 4, 2019.

Department of Transportation

- 45. Create the following six positions:

Classification: Quality Assurance Analyst
 Job Code: 33810
 Grade: 903 (\$44,268.00 - \$70,788.00)
 Position Nos.: To be determined by BBMR

Cost: \$385,132.00 - 1001-000000-6971-701800-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES**PERSONNEL**Hourly RateAmountDepartment of Transportation - cont'd46. Reclassify the following vacant position:a. Position No.: 20577

From: Sign Painter I
 Job Code: 53351
 Grade: 081 (\$33,372.00 - \$39,536.00)

To: Graphic Artist II
 Job Code: 73112
 Grade: 085 (\$38,163.00 - \$45,985.00)

b. Position Nos.: 20574, 20572, 34157, 20573

From: Sign Painter II
 Job Code: 53352
 Grade: 084 (\$37,001.00 - \$44,161.00)

To: Graphic Artist II
 Job Code: 73112
 Grade: 085 (\$38,163.00 - \$45,985.00)

Costs: \$27,698.00 - 1001-000000-6971-383700-601001

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

Office of the Comptroller

47. **FRED WRIGHT** \$21.24 **\$ 38,930.00**

Account: 1001-000000-1300-157300-601009

Mr. Wright, retiree, will continue to work as a Contract Service Specialist I. He will be responsible for escorting

MINUTES**PERSONNEL**Hourly RateAmountOffice of the Comptroller - cont'd

the Comptroller to meetings and public events, supervising the maintenance of vehicles assigned to the Comptroller, and processing Board of Estimates materials. This is a 2% increase in the hourly rate of the previous contract period. The period of the agreement is June 28, 2018 through June 27, 2019.

The Comptroller's Office is requesting a waiver of the salary cap and the number of hours worked as outlined in the City's Administrative Manual 212-1 Part I - Retirees.

Police Department

48.	ELIZABETH GEISELMAN	\$20.19	\$ 42,000.00
49.	BARBARA DARGAN	\$20.19	\$ 42,000.00

Account: 1001-000000-2042-198100-601009

Mses. Geiselman and Dargan, retirees, will each continue to work as a Contract Service Specialist I. They will analyze new gun submissions for weapons violations, track convicted gun offenders, analyze new Protective Orders/Expertes for weapons, and analyze ammunitions logs. In addition, Mses. Geiselman and Dargan will create timelines, organizational charts and maps for the purpose of enforcement and prosecution, and create, capture and coordinate data for investigation purposes. The period of the agreement is July 1, 2018 through June 30, 2019.

On January 3, 1996, the Board approved a waiver to the Administrative Manual Policy 212-1, Part I, which allowed the Department to hire retirees.

These are increases of 40% in the hourly rate from the previous contract periods of \$14.42 per hour to \$20.19 per hour. The

MINUTES

PERSONNEL

Police Department - cont'd

Hourly Rate Amount

hourly rate of \$14.42 per hour had remained static for many years and had not increased with the cost of living or with the continued dedication and performance of retired police officers. The Baltimore Police Department lags behind surrounding jurisdictions in pay for retired officers. Baltimore County hires retirees at \$24.00 per hour, as well as other Police Departments hire retirees at a rate commensurate with the job responsibilities, skills and institutional knowledge that a retiree brings to the position.

The Consent Decree will require the Department to hire individuals from many contractual positions to ensure implementation and compliance. These positions will require varying skill sets that were not required before. Therefore, needing a higher salary to attract and maintain skilled staff. The increase in pay from \$14.42 per hour to \$20.19 is essential to maintain key retired officers in essential positions, such as the above-listed retirees, as well as providing an appropriate hire rate for newly placed retired officers.

50. **NAWSATH BEGUM ASHARAFF** \$14.42 **\$ 30,000.00**

Account: 1001-000000-2042-198100-601009

Ms. Nawsath Begum Asharaff will continue work as a Contract Services Specialist II for the "Ex-Parte/Protective Order Entry and Service Initiative". She will ensure information contained in all Ex-Parte/Protective Orders is correct, coordinate with the appropriate law enforcement jurisdiction to ensure that the Order is received, and provide assistance by decreasing the time that Ex-Parte/Protective Orders from the Courts are "tied up" administratively by setting in place a system of accountability between the Courts and the Baltimore City Police Department. This is the same hourly rate as in the previous contract period. The period of the agreement is July 1, 2018 through June 30, 2019.

MINUTES**PERSONNEL**Police Department51. Reclassify the following four filled positions:

- a. From: Police Chief
 Job Code: 10276
 Grade: 86P (\$140,964.00 - Flat)
 Position Nos.: 16749, 19561, 18841, 46340
- To: Police Colonel
 Job Code: 10280
 Grade: 86P (\$140,964.00 - Flat)

Reclassify the following two filled positions:

- b. From: Police Inspector
 Job Code: 10275
 Grade: 85P (\$133,110.00 - Flat)
 Position Nos.: 16745, 19224
- To: Police Lieutenant Colonel
 Job Code: 10279
 Grade: 85P (\$133,110.00 - Flat)

Reclassify the following filled positions:

- c. From: Agency IT Manager III
 Functional: Director of Special Projects
 Job Code: 10269
 Grade: 960 (\$94,248.00 - \$155,448.00)
 Position No.: 51150
- To: Operations Manager III
 Job Code: 00092
 Grade: 960 (\$94,248.00 - \$155,448.00)

MINUTES**PERSONNEL**Police Department - cont'dCreate the following two positions:

- d. Classification: Police Colonel
Job Code: 10280
Grade: 86P (\$140,964.00 - Flat)
Position No.: To Be Determined by BBMR

Create the following four positions:

- e. Classification: Police Lieutenant Colonel
Job Code: 10279
Grade: 85P (\$133,110.00 - Flat)
Position No.: To Be Determined by BBMR

Create the following six positions:

- f. Classification: Police Major
Job Code: 10278
Grade: 84P (\$126,378.00 - Flat)
Position No.: To Be Determined by BBMR

Cost: \$2,495,356.00 - 1001-000000-2042-198101-601062

These positions are to be considered Positions of Trust in accordance with the policy outlined in the Administrative Manual, Section 237-1.

MINUTES

Health Department - Notice of Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of a Notice of Award (NoA) from the Department of Health and Human Services, Centers for Disease Control and Prevention for the project titled Baltimore City Accountable Health Community (AHC). The period of the NoA is May 1, 2018 through April 30, 2019.

AMOUNT OF MONEY AND SOURCE:

\$709,129.00 - 4000-403319-3001-599000-404001

BACKGROUND/EXPLANATION:

The purpose of this grant is to allow the Department to identify and address health-related social needs of Baltimore City Medicaid and Medicare beneficiaries. The Department, in partnership with Maryland Medicaid, Baltimore City health systems, federally qualified health centers, HealthCare Access Maryland, and community-based stakeholders will design, implement, and evaluate an AHC model that creates clinical-community linkages to impact total healthcare costs, reduce utilization, and improve health outcomes for this vulnerable population. The NoA is late because of delays in the administrative review process.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

Health Department - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Notice of Award from the Department of Health and Human Services, Centers for Disease Control and Prevention for the project titled Baltimore City Accountable Health Community.

MINUTES

Health Department - Inter-Agency Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Inter-Agency Agreement with the Mayor's Office of Human Services, Homeless Services Program (MOHS-HSP). The period of the Inter-Agency Agreement is July 1, 2017 through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

\$2,231,019.00 - 5000-569718-3023-273360-603051

BACKGROUND/EXPLANATION:

The MOHS-HSP is a grants management office within the Baltimore City government and is the Housing Opportunities for Persons Living with HIV/AIDS grantee for the Baltimore Eligible Metropolitan Statistical Area (EMSA). The EMSA covers Baltimore City, Baltimore County, Anne Arundel County, Carroll County, Harford County, Howard County, and Queen Anne's County.

The Baltimore EMSA provides housing in the form of tenant-based rental assistance, short-term rent, mortgage, and utility assistance, permanent housing placement, and supportive services to low-income persons living with HIV/AIDS and their families.

The MOHS-HSP will contract with providers for housing and support services. The support services may include short-term housing, utility assistance, medical and non-medical case management, home health services, emergency financial assistance, groceries, and home delivered meals.

This agreement is late because the State of Maryland, Department of Health and Mental Hygiene's Prevention and Health Promotion

MINUTES

Health Department - cont'd

Administration programmatically manages Ryan White Part B HIV/AIDS State Special services. The Providers are asked to submit a budget, budget narrative, and scope of services. The Department thoroughly reviews the entire package before preparing a contract and submitting it to the Board. These budgets are many times revised because of inadequate information from the Providers. This review is required to comply with grant requirements.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Inter-Agency Agreement with the Mayor's Office of Human Services, Homeless Services Program.

MINUTES

Health Department - Affiliation Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Affiliation Agreement with The Johns Hopkins University School of Medicine (JHU). The period of the Affiliation Agreement is effective upon Board approval through June 30, 2023.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

The JHU has established and conducts residency-training programs accredited by the Accreditation Council for Graduate Medical Education.

The Department, as a participating institution, has agreed to support the educational goals and objectives of the residency-training program by making its facilities, resources and teaching staff available to program residents.

The training of program residents will be determined by the Program Director and the Commissioner of Health. The JHU, as the sponsor, will be responsible for employment benefits and the salary of program residents.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Affiliation Agreement with The Johns Hopkins University School of Medicine.

MINUTES

Health Department - Amendment to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment to Agreement with The Johns Hopkins University, Bloomberg School of Public Health.

AMOUNT OF MONEY AND SOURCE:

\$25,000.00 - 6000-616216-3030-772700-603051

BACKGROUND/EXPLANATION:

On March 14, 2018, the Board approved the original agreement in the amount of \$70,000.00 for the period of July 1, 2017 through June 30, 2018.

The organization is providing additional services in the area of a pilot communication project to prevent falls among seniors in the City. This Amendment will allow for an increase of \$25,000.00 for additional services, which will make the total contract amount \$95,000.00.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment to Agreement with The Johns Hopkins University, Bloomberg School of Public Health.

MINUTES

Mayor's Office of Criminal Justice - Preliminary Service Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Preliminary Service Agreement (Agreement) with ROCA, Inc. (ROCA). The period of the Agreement is effective upon Board approval through July 31, 2018.

AMOUNT OF MONEY AND SOURCE:

\$497,470.00 - 1001-000000-2255-785600-603026

BACKGROUND/EXPLANATION:

The City seeks to implement the ROCA Intervention Model to successfully serve young men in Baltimore, with the goal of contributing to a reduction in crime and guiding young men to create positive change in their lives. This Agreement is for the planning phase of the engagement with ROCA.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Preliminary Service Agreement with ROCA, Inc.

MINUTES

Department of Public Works/Office - Agreement
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution an agreement with KCI Technologies, Inc., Consultant, under Project 1266K, Wastewater Engineering Services. The period of the agreement is effective upon Board approval for three years.

AMOUNT OF MONEY AND SOURCE:

\$1,000,000.00 - Upset limit

BACKGROUND/EXPLANATION:

KCI Technologies, Inc. will perform on-call consulting services for various tasks assigned by the City on an as needed basis. The scope involves providing on-call wastewater engineering, repairs, maintenance and new construction for the continued improvement of the City's sanitary sewer system. The cost of services rendered will be based on not to be exceeded negotiated process for each task assigned. The Consultant was approved by the Office of Boards and Commissions and the Architectural and Engineering Award Commission.

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 27% FOR MBE AND 10% FOR WBE.

MBE: Findling, Inc.	\$ 50,000.00	5.00%
Mercado Consultants, Inc.	50,000.00	5.00%
Savin Engineers, P.C.	<u>170,000.00</u>	<u>17.00%</u>
Total	<u>\$270,000.00</u>	<u>27.00%</u>
WBE: Celadon Technologies, LLC	\$ 50,000.00	5.00%
Phoenix Engineering, Inc.	50,000.00	5.00%
Total	<u>\$100,000.00</u>	<u>10.00%</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

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

MINUTES

Department of Public Works/Office - cont'd
of Engineering and Construction

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with KCI Technologies, Inc., Consultant, under Project 1266K, Wastewater Engineering Services.

MINUTES

Department of Public Works/Office - Agreement
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with RJN Group, Inc. under Project 1263, Rainfall and Flow Monitoring Services for the Sanitary Sewer System. The period of the Agreement is effective upon Board approval for three years or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$1,705,200.00 - Wastewater Revenue Bonds (56.84%)
1,294,800.00 - Baltimore County Grant (43.16%)
\$3,000,000.00

BACKGROUND/EXPLANATION:

The City of Baltimore is required under the Consent Decree to monitor flow and rainfall prior to and following completion of any sanitary sewer construction project to ascertain the effectiveness of the construction project. Therefore, the project is needed for the monitoring services.

The Consultant will provide flow, rainfall and groundwater monitoring services and also perform an evaluation of the City's system and additionally provide engineering services, support and use of Slicer RTK automated solver with existing Baltimore City Wastewater Flow Data.

The scope of the agreement includes, design, install, operate and maintain flow and rainfall monitoring network, to provide representative, accurate and precise data of sufficient quality to use hydraulic model calibration and for verification of the effectiveness of on-going construction projects. The work to be done under this Agreement includes performing site investigations prior to equipment installations, developing electronic site re-

MINUTES

Department of Public Works/Office - cont'd
of Engineering and Construction

ports including Geographic Information Systems, and coordinating digital images, installing flow monitoring equipment in sewer pipes ranging in size from 8-inch to 12-foot in diameter. Some installations may be in odd-shape sewer pipes and overflow structures, measuring flow in pump station force main and pressure sewers, operating, maintaining, and remotely collecting data using wireless communication from as many as 50 flow and rainfall monitoring equipment simultaneously, processing and submitting monthly reports of flow and rainfall data from all active flow and rainfall monitoring equipment simultaneously, as a part of the Consent Decree. The Consultant must monitor and report Sanitary Sewer Overflow (SSO) events at monitored locations to the City within 12 hours of the start of the SSO event, and review, process, calculate and report discharge volumes for monitored engineered and non-engineered SSO structures within limited time of the start of the SSO event.

MBE/WBE PARTICIPATION:

The Consultant will comply with Article 5, Subtitle 28 of the Baltimore City Code and the MBE and WBE goals assigned to this agreement which are MBE: 27% and WBE: 10%.

MBE: Riviera Enterprises, Inc.	\$809,987.99	27%
WBE: Ross Technical Services, Inc.	\$299,995.55	10%

MWBOO FOUND VENDOR IN COMPLIANCE.

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

MINUTES

Department of Public Works/Office - cont'd
of Engineering and Construction

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,841,616.00	9956-903569-9549	
Water Revenue	Sanitary Sewer	
Bonds	Replace/Rehab.	
1,398,384.00	" "	
<u>County Revenue</u>		
\$3,240,000.00	-----	9956-903583-9551-3 Engineering

This transfer will cover costs of Project 1263, Rainfall and Flow Monitoring Services for the Sanitary Sewer System.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with RJN Group, Inc. under Project 1263, Rainfall and Flow Monitoring Services for the Sanitary Sewer System. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

Department of Public Works/Office - Emergency Procurement
of Engineering and Construction Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Emergency Procurement Agreement (Agreement) with Johnston Construction Company under WC 1362, Montebello II Emergency Filter Repair. The Emergency Procurement Agreement is effective upon Board approval for nine months.

AMOUNT OF MONEY AND SOURCE:

\$1,765,692.33 - Baltimore City (59.499%)
1,201,912.67 - Baltimore County (40.501%)
\$2,967,605.00

BACKGROUND/EXPLANATION:

This Agreement is of an emergency nature and is required for the City to continue to meet the demand of City residents and residents of the surrounding counties for safe, clean drinking water.

The scope of the Agreement covers the repair of five sand filters, which includes the installation of new 316 stainless steel underdrains and required structural repairs, and the installation of new filter media. The Environmental Protection Agency (EPA) and Maryland Department of Environment (MDE) set safe drinking water standards that the City must adhere to before finished water is sent to the distribution system from the facilities. It is therefore imperative that the plant be able to function at its full production capacity in case the construction at Druid Lake compromises the finished water supply.

The Department has determined that the repairs must be made on an emergency basis given the potential threat to the public water supply should the water quality of Druid Lake be compromised by construction and to remain in compliance with the EPA and the MDE regulations.

MINUTES

Department of Public Works/Office - cont'd
of Engineering and Construction

There is insufficient time to procure the necessary work through the normal competitive bidding process. In addition, given the nature of the repairs needed and the critical time component, no advantage will result in seeking, nor is it practicable to obtain, competitive bids to perform the repair work.

PURSUANT TO ARTICLE VI, §11 (e) (i) OF THE BALTIMORE CITY CHARTER, IT IS HEREBY CERTIFIED NO ADVANTAGE WILL RESULT IN SEEKING NOR IS IT PRACTICABLE TO OBTAIN COMPETITIVE BIDS.

WRITTEN NOTICE WAS PROVIDED TO THE DIRECTOR OF FINANCE AND THE INTENT TO USE JOHNSTON CONSTRUCTION COMPANY TO PERFORM THE WORK.

THE DIRECTOR OF FINANCE RECOMMENDED APPROVAL.

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

MBE/WBE PARTICIPATION:

N/A

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,906,947.72	9960-909312-9558	
Water Revenue	Montebello Water	
Bonds	Treatment Plant	
	Filter Renovation	
1,298,065.68	" "	
<u>County Revenue</u>		
\$3,205,013.40	-----	9960-904694-9557-6
		Construction

MINUTES

Department of Public Works/Office - cont'd
of Engineering and Construction

This transfer will cover the costs of WC 1362, Montebello II Emergency Filter Repair.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Emergency Procurement Agreement with Johnston Construction Company under WC 1362, Montebello II Emergency Filter Repair. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

MINUTES

Department of Public Works - Water and Fire Service Rate

ACTION REQUESTED OF B/E:

The Board is requested to concur with the Water and Fire Service Rates for Baltimore County residents, as proposed by Baltimore County in a communication dated May 31, 2018.

AMOUNT OF MONEY AND SOURCE:

The proposed rates represent approximately a 6% increase over the current rates for Baltimore County residents which became effective July 1, 2016.

BACKGROUND/EXPLANATION:

These rates are being submitted to the Board for concurrence in accordance with the terms of the Metropolitan District Act of 1972. Under this Act, the City is obligated to provide water to Baltimore County at cost. Revenues from these proposed rates will be used to fund Baltimore County's share of expenditures in the Baltimore City Water Utility operation. If revenues from billings to County customers exceed the cost, the City remits the excess to the County. If there is a shortfall, the County must pay the difference. If agreed to, these rates will be applied to all Baltimore County water bills issued on and after July 1, 2018.

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board concurred with the Water and Fire Service Rates for Baltimore County residents, as proposed by Baltimore County in a communication dated May 31, 2018.

MINUTES

Department of Public Works - Facility Encroachment Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Encroachment Agreement with CSX Transportation, Inc.

AMOUNT OF MONEY AND SOURCE:

\$11,000.00 - 9956-906647-9551-900020-704040

BACKGROUND/EXPLANATION:

The Department of Public Works will replace various large diameters of sanitary pipes through the City. The Sanitary Contract, SC 940, is one of those projects and the area of construction for a portion of the project, is under the CSXT tracks at the intersection of W. Cold Spring Lane and Wabash Avenue. This agreement will allow that work to be processed.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Encroachment Agreement with CSX Transportation, Inc.

MINUTES

Baltimore Development Corporation - Audited Financial
Statements for years ended
December 31, 2017 and 2016

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** the Audited Financial Statements of the Baltimore Hotel Corporation (BHC) for years ended December 31, 2017 and 2016, pursuant to Ordinance 05-128.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On January 11, 2006, the Board approved and authorized the appropriation of \$305,000,000.00 in tax-exempt revenue bonds for the development and construction of a 757-room Convention Center Hotel, known as The Hilton Baltimore, which is owned by the BHC, a non-profit corporation and operated by the Hilton Hotels Corporation (Hilton).

The BHC was formed to assist the City of Baltimore in accomplishing an essential governmental function of enhancing economic development within the City by promoting and expanding the use of the Baltimore Convention Center. The hotel promotes the health, safety, and general welfare of the residents of the City, increases commerce and industry, enhances economic development within the City, and advances the efficiency of citizens.

The audit was performed by the accounting firm of CliftonLarson Allen LLP and was prepared in accordance with auditing standards generally accepted in the United States of America.

MINUTES

Baltimore Development Corporation - cont'd

On June 15, 2018, the BHC Board of Directors voted unanimously to accept the December 31, 2017 and 2016 Audited Financial Statements as submitted.

MBE/WBE PARTICIPATION:

N/A

The Board **NOTED** the Audited Financial Statements of the Baltimore Hotel Corporation for years ended December 31, 2017 and 2016, pursuant to Ordinance 05-128.

MINUTES

Office of the Mayor - Mayor's Scholars Program Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Mayor's Scholar's Program Agreement (MSP) between the Baltimore City Community College (BCCC) and the Baltimore City Board of School Commissioners (BCPSS). The Agreement is for the period June 1, 2018 through May 31, 2019.

AMOUNT OF MONEY AND SOURCE:

\$500,000.00 - 1001-000000-4460-745300-607001

BACKGROUND/EXPLANATION:

The MSP was developed as part of the Mayor's Violence Reduction Update, which was announced in August 2017. The intent of the program is to increase access to higher education, improve job opportunities, and the livelihood of the City's youth, which will, in turn, help to sustainably reduce violence. Under this Agreement, the City will authorize \$500,000.00 to be spent on this program for the 2018/2019 school year.

The MSP is a last-dollar scholarship program, which means federal, state, and/or private aid must first be used by a City youth, if the City youth's selected program of study is eligible for federal, state and/or private aid. The City has agreed to fund the tuition and mandatory fees for all eligible program participants that are not covered by federal, state and/or private aid. Specific eligibility requirements include:

- students must graduate from a Baltimore City Public High School in the summer of 2018,
- students who graduate in June will attend a summer bridge program,
- students who graduate after attending summer school will attend an abbreviated summer bridge program at the end of August,
- students must reside in Baltimore City during their senior year of high school and while enrolled at BCCC,
- students must enroll in the Program directly after high school as a full-time BCCC student,

MINUTES

Office of the Mayor - cont'd

- if a student is eligible for federal financial aid, the student must complete a FAFSA and select BCCC to receive their FAFSA information,
- MSP students must attend a summer bridge program, unless they receive written permission from BCCC or the City stating otherwise, and
- Students must maintain a 2.0 grade-point average ("GPA") while enrolled at BCCC.

During the 2018 session of the Maryland General Assembly, the State passed and the Governor signed House Bill 16 Community Colleges – Near Completers and Maryland Community College Promise Scholarships. This Bill established a statewide promise scholarship to begin in 2019. To maximize the educational benefits of both the State of Maryland program and the MSP, so as many students can enroll in community college as possible, the City desires to work with the State of Maryland to examine the requirements of these programs. This is the reason for the one-year agreement. The City will enter into a new agreement once the requirements of the State and City programs are identified and evaluated. It is the intent of the City to support students funded under the Agreement through graduation at BCCC in a subsequent agreement.

The parties agree to the following:

- collaborate on the development and successful implementation of the program,
- communicate consistently via email and phone calls and respond in a timely manner to emails and voice mails,
- work together to solve problems, make decisions, create opportunities for the program's enrollees and support students' success, and
- create a program board to provide oversight, accountability for Performance Measures, recommendations to the mayor for Program policy changes, and recommendations for operational changes.

MINUTES

Office of the Mayor - cont'd

The City will provide the following services:

- make policy decisions about student eligibility for the Program,
- publicize the Program through the Mayor's website and other appropriate means,
- refer students to a summer bridge program at BCCC,
- maintain all student record information provided to it by BCCC and/or BCPSS in accordance with federal and state law, and
- review and authorize payment for each student enrolled in the Program on a semester basis, remit payment to BCCC on a semester basis for all tuition and fee costs that are unmet by federal, state, or private financial aid of all City students who have applied, been accepted to, and attend the Program in accordance with the Program's eligibility requirements.

The BCPSS will provide the following services:

- be responsible for identifying students to enroll in the program,
- educate professional school counselors about the program in order to provide students with the best advice so they can choose a program of post-secondary education that best fits their goals,
- publicize the program through other means deemed appropriate by the BCPSS,
- City schools will support BCCC in engaging in the data request and IRB processes, as deemed necessary, in order to secure access to needed data for the summer bridge program and program enrollment, subject to section 11 of the agreement, FERPA, and any other laws governing confidentiality and education records, and
- prepare and submit reports as mutually agreed by the BCPSS and the City.

MINUTES

Office of the Mayor - cont'd

The BCCC will provide the following services:

- verify students' eligibility and perform the admissions function and tracking for the Program, including the MSP application,
- obtain from each Program participant a fully executed FERPA Authorization Form or other authorization form, which shall authorize BCCC to release student record information to the parties in accordance with federal law,
- refer policy questions about eligibility to the City, should BCCC have any question about a student's eligibility,
- Strive to enroll at least 250 students for the 1st academic year,
- provide all instructors needed for the academic component of the Program,
- be totally responsible for the academic program, including the summer bridge program, according to current best practice, by using BCCC faculty and staff and/or by contracting with 3rd parties to provide services,
- provide advisors needed to support students with academic and non-academic issues, according to current best practice,
- provide a person to oversee the Program and work together with the Contract Monitors to successfully operate the Program in accordance with current best practice,
- maintain appropriate student records as required by federal and state laws,
- maintain appropriate financial records as required by acceptable business practices and federal and state laws,
- submit appropriate invoices to the City,
- prepare and submit reports as mutually agreed by BCCC and the City, and
- provide all other services at least as normally provided for students at a community college.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

MINUTES

Office of the Mayor - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Mayor's Scholar's Program Agreement with the Baltimore City Community College and the Baltimore City Board of School Commissioners.

MINUTES

Office of the Labor Commissioner - Third Health and Prescription
Drug Plan Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Third Health and Prescription Drug Plan Agreement between the Mayor and City of Baltimore, the Office of the Labor Commissioner, the Fraternal Order of Police, the IAFF Local 734 Fire Fighters, the IAFF Local 964 Fire Officers, the City Union of Baltimore, AFSCME Council 67 and Locals 44, 558, and 2202. The period of the Third Health and Prescription Drug Plan Agreement is effective upon Board approval through December 31, 2020.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The City's obligation to the Managerial and Professional Society (MAPS) is to "meet and confer", but MAPS was invited to participate in the discussions regarding the new agreement.

The Third Health and Prescription Drug Plan Agreement was negotiated to replace the Transition Health and Prescription Drug agreement noted by the Board of Estimates on April 13, 2016. This submitted successor agreement, which was drafted by attorneys representing the City of Baltimore and the Unions, reflects agreed upon terms and conditions. This successor agreement will remain in effect through December 31, 2020.

MBE/WBE PARTICIPATION:

N/A

MINUTES

Office of the Labor Commissioner - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Third Health and Prescription Drug Plan Agreement between the Mayor and City of Baltimore, the Office of the Labor Commissioner, the Fraternal Order of Police, the IAFF Local 734 Fire Fighters, the IAFF Local 964 Fire Officers, the City Union of Baltimore, AFSCME Council 67 and Locals 44, 558, and 2202.

MINUTES

Department of Finance - Fine Arts Insurance Policy

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal of the Fine Arts Insurance Policy. The Policy renews on 7/1/2018.

AMOUNT OF MONEY AND SOURCE:

\$258,988.00 - 2043-000000-1450-162900-603014

BACKGROUND/EXPLANATION:

The policy is unique and superior to the standard Fine Arts Insurance Policy. It provides Fine Arts replacement cost and transit coverage to the Baltimore Museum of Art, The Walters Art Museum and any location.

MBE/WBE PARTICIPATION:

There are no MBE/WBE goals for the purchase of this insurance policy.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the renewal of the Fine Arts Insurance Policy.

MINUTES

Department of Finance - Master Property Insurance Policy

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal of the Master Property Insurance Policy through the incumbent carrier, Lexington Insurance Company. This policy covers the real and personal property of the City. The Policy renews on 7/1/2018 through 7/1/2019.

AMOUNT OF MONEY AND SOURCE:

\$3,077,051.00 - 2043-000000-1450-162900-603014

BACKGROUND/EXPLANATION:

The coverage is being renewed with the incumbent carrier Lexington Insurance, including Terrorism Coverage with Lloyds of London. The renewal premium reflects a 14.71% rate increase due the hardening property marketplace as a result of hurricanes Harvey, Irma and Marie: the worst naturel disaster on record for Dominica and Puerto Rico. The rate increase also reflects claims activity on the current policy term; July 1, 2017 through June 30, 2018 the City has incurred \$3,307,458.00 in property losses with only \$97,394 being paid to date.

MBE/WBE PARTICIPATION:

There are no MBE/WBE goals for the purchase of this insurance policy.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the renewal of the Master Property Insurance Policy through the incumbent carrier, Lexington Insurance Company.

MINUTES

Department of Finance - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Lease Agreement with the Maryland Economic Development Corporation (MEDCO) relating to the Marriott Garage located at 405 W. Lombard Street, the Redwood Street Garage located at 11 S. Eutaw Street and the Water Street Garage located at 414 Water Street (Parking Facilities). The period of the Lease Agreement begins on the date the MEDCO Bonds are issued, which is expected to be on or about August 1, 2018, and will extend until the earlier of (i) June 30, 2069 or (ii) the date when all outstanding MEDCO Bonds are fully repaid.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The leased provides for payment of an initial Rent installment in the amount of estimated to be approximately \$53,000,000.00 by MEDCO to the City from the proceeds of its Maryland Economic Development Corporation Parking Facilities Revenue Bonds, Senior Series 2018A, Senior Series 2018B and Subordinate Series 2015 C (MEDCO Bonds).

The Lease requires MEDCO to operate the Parking Facilities in a first-class manner and to adopt, and to operate and maintain the Parking Facilities in accordance with certain Operating standards and a Long-Term Capital Plan.

MEDCO will enter into a Management Contract with a third-party parking garage operator to manage the Parking Facilities. The Lease Agreement permits MEDCO to set the parking rates for the Parking Facilities.

MINUTES

Department of Finance - cont'd

The City will receive all parking tax revenues collected by the parking garage operator.

Upon the termination of the Lease Agreement, MEDCO will return the Parking Facilities and any fixtures, structures and other improvements to the City. Prior to return of the Parking Facilities, the City is entitled to inspect the Parking Facilities to evaluate its condition and MEDCO, subject to the availability of revenues, must conduct repairs reasonably necessary to remedy the condition of the Parking Facilities to return them in the condition required by the Lease Agreement.

Annually, MEDCO will also pay to the City the distributable portion of certain surplus funds, allocable to the City as "Additional Rent".

The Lease Agreement requires that certain financial and other reports to be prepared and delivered by MEDCO to the City and provides certain audit rights to the City. The Lease Agreement also requires MEDCO to assume the current contracts related to the Parking Facilities in place and the rates payable thereunder.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with the Maryland Economic Development Corporation relating to the Marriott Garage located at 405 W. Lombard Street, the Redwood Street Garage located at 11 S. Eutaw Street and the Water Street Garage located at 414 Water Street.

MINUTES

Department of Planning - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Grant Agreement with Baltimore Green Space (BGS). The period of the Grant Agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE:

\$20,000.00 - 9905-922004-9188-900000-703032

BACKGROUND/EXPLANATION:

The funds from this program are drawn from the City's Critical Area Management Program Offset Fee Fund, which developers pay into when they disturb land close to the waterfront and cannot meet mitigation requirements on-site.

The BGS is a non-profit with a mission to promote vibrant neighborhoods and a healthy environment through land preservation, research, and community advocacy.

Grantees are chosen via an open application process, with the goals of improving water quality by reducing stormwater pollution, conserving and protecting wildlife habitat, and improving quality of life for the citizens of Baltimore. All grant allocations are pre-approved by the State's Critical Area Commission.

Under the terms of this Grant Agreement, the BGS will support its Forest Stewardship Initiative by hosting at least six forest-related events (approximately 80 people are projected to attend the events), mentor 5-9 forest stewards, and coordinate removal of invasive plants on trees.

MINUTES

Department of Planning - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

MINUTES

Department of Planning - Grant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Grant Agreement with Civic Works, Inc. The period of the Grant Agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE:

\$30,000.00 - 9910-905152-9588-900000-704047

BACKGROUND/EXPLANATION:

Civic Works, Inc. is a non-profit tax-exempt 501 (c)(3) organization dedicated to strengthening Baltimore's communities through education, skills development, and community service.

The funds from this program are drawn from the Department's Baltimore Green Network and would re-create a vacant, City-owned lot located at 3100 Spaulding Avenue into a gathering area for the community in Park Heights.

The Baltimore Green Network has worked with the residents to create a design that includes checkers/chess tables, benches, and a green space where young and older residents can enjoy the beauty of Park Heights.

The funds will cover the cost of the installation of these amenities for this green gathering space. The installation will be completed by April 2019.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Grant Agreement with Civic Works, Inc.

MINUTES

Department of Planning - Provider Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Provider Agreement with Preservation Design Partnership, LLC. The period of the Provider Agreement is effective upon Board approval for one year.

AMOUNT OF MONEY AND SOURCE:

\$30,390.00 - 5000-503318-1875-188500-603026

BACKGROUND/EXPLANATION:

On July 20, 2016, the Board approved a \$30,390.00 grant agreement with the Maryland Historical Trust (MHT). Funding from the MHT grant, through the Hurricane Disaster Relief Program, is being utilized to implement specific elements: 1) complete preliminary best practices research and conduct an assessment of historic and cultural resources to identify high priority historic areas and buildings that are most significantly impacted by natural hazards and climate change; and 2) develop a tangible resiliency toolkit for historic buildings based on building type and vulnerabilities to natural hazards.

The toolkit will help to craft new Commission for Historical and Architectural Preservation Design Guidelines for vulnerable properties. A development document will also be created to guide specific preservation and conservation efforts for historic structures vulnerable to flooding events.

On September 27, 2017, the Board of Estimates approved a no-cost extension of the grant through September 29, 2018.

MINUTES

Department of Planning - cont'd

At this time, the Department of Planning desires to hire the consultant, Preservation Design Partnership, LLC to complete the items called for in the grant through this Provider Agreement.

MBE/WBE PARTICIPATION:

The selected consultant is an MBE/WBE.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Provider Agreement with Preservation Design Partnership, LLC.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
---------------	------------------------	--------------------

Bureau of Procurement

- | | | |
|---|-------------|---------|
| 1. AMERICAN DIVING
SUPPLY LLC. | \$11,150.00 | Renewal |
| Contract No. B50004599 - Maintenance and Inspection for Diving
Rescue Equipment - Fire Department - P.O. No. P535863 | | |

On June 15, 2015, the City Purchasing Agent approved the initial award in the amount of \$11,150.00. The award contained two renewal options. Subsequent actions have been approved. This final renewal in the amount of \$11,150.00 is for the period June 21, 2018 through June 20, 2019. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

N/A

- | | | |
|--|-------------|---------|
| 2. HARBOR TRUCK SALES
AND SERVICE, INC.
t/a BALTIMORE FREIGHTLINER | \$60,000.00 | Renewal |
| Contract No. B50003554 - O.E.M. Parts and Service for Cummins
Engines - Department of General Services - Fleet Management -
P.O. No. P528193 | | |

On July 30, 2014, the Board approved the initial award in the amount of \$150,000.00. The award contained two renewal options. Subsequent actions have been approved. This final renewal in the amount of \$60,000.00 is for the period August 1, 2018 through July 31, 2019. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

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 Procurement

- | | | |
|--|-------------|---------|
| 3. BOB BELL CHEVROLET/
NISSAN, INC. t/a BOB
BELL CHEVROLET | \$90,000.00 | Renewal |
| Contract No. B50003574 - GM Heavy Trucks - O.E.M. Parts and Service - Department of General Services - Fleet Management - P.O. No. P528103 | | |

On July 23, 2014, the Board approved the initial award in the amount of \$166,375.00. The award contained two renewal options. Subsequent actions have been approved. This final renewal in the amount of \$90,000.00 is for the period August 1, 2018 through July 31, 2019. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On April 21, 2014, MWBOO determined that no goals would be set because of no opportunity to segment the contract.

- | | | |
|--|----------------|---------|
| 4. ABACUS CORPORATION | \$2,275,000.00 | Renewal |
| Contract No. B50004963 - Unarmed Uniformed Security Guard Services - Citywide - P.O. No. P539839 | | |

On June 21, 2017, the Board approved the initial award in the amount of \$4,000,000.00. The award contained five 6-month renewal options. Subsequent actions have been approved. This request will allow the City to unbundle the services and rebid the contract to allow for additional vendors. This renewal will allow for the continuity of security guard services for various City facilities during this process. This renewal is for the period July 1, 2018 through December 31, 2018. The above amount is the City's estimated requirement.

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 Procurement

MBE/WBE PARTICIPATION:

On March 20, 2017, MWBOO set goals of 11% MBE and 2% WBE. On December 8, 2017, MWBOO approved a waiver of the WBE goal. On May 25, 2018, MWBOO found Abacus Corporation in compliance.

	<u>Commitment</u>	<u>Performed</u>
MBE: Aasim Security, Inc.	11%	\$752,770.00 21.2%

WBE: N/A

MWBOO FOUND VENDOR IN COMPLIANCE.

5. MOTOROLA SOLUTIONS, INC. \$536,400.00 Renewal
 Contract No. 06000 - 311 Call Center System Hosting - Baltimore City Office of Information Technology - P.O. No. P502959

On July 27, 2016, the Board approved the initial award in the amount of \$5,364,000.00. The award contained five renewal options. Subsequent actions have been approved. This final renewal is required for the temporary continuity of the legacy 311 system hosting application, PremierOne Customer Service Request, to ensure critical data is securely migrated into new 311 CRM system awarded under Contract No. B50004268. This final renewal is for the period of the renewal is July 1, 2018 through June 30, 2019.

MBE/WBE PARTICIPATION:

On March 26, 2007, it was determined that no goals would be set because of no opportunity to segment the contract. The proprietary legacy 311 CRM system hosting is exclusively provided by the vendor.

MWBOO GRANTED A WAIVER.

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 Procurement

6. WASTE EQUIPMENT SALES
AND SERVICE, LLC
MARYLAND INDUSTRIAL
TRUCKS, INC.

\$ 0.00	Renewal
---------	---------

Contract No. B50003570 - O.E.M. Parts and Service for New Way Trucks - Department of General Services - Fleet Management - P.O. Nos. P528196 and P528197

On July 30, 2014, the Board approved the initial award in the amount of \$250,000.00. The award contained two renewal options. Subsequent actions have been approved. This final renewal in the amount of \$0.00 for the period August 1, 2018 through July 31, 2019. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On November 26, 2013, MWBOO determined that no goals would be set because of no opportunity to segment the contract. This contract is for Original Equipment Manufacturer parts for maintenance and repair of New Way Refuse Trucks and Garbage Trucks.

MWBOO GRANTED A WAIVER.

7. CITYWIDE YOUTH DEVELOPMENT
INC.

\$ 50,000.00	Increase
--------------	----------

Contract No. 08000 - EMAGE Industrial Apparel Manufacturing Program - Departments of Recreation and Parks, Public Works, Office of the Mayor, etc. - P.O. No. P543330

On April 4, 2018, the Board approved the initial award in the amount of \$50,000.00. This increase in the amount of \$50,000.00

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 Procurement

will allow for continuous contract funding for multiple agencies throughout the City. This increase will make the award amount \$100,000.00. The contract expires on March 29, 2021. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

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

- | | | |
|--|--------------|----------|
| 8. WOODLAWN MOTOR COACH,
INC. | \$125,000.00 | Increase |
| Contract No. B50003063 - General Charter Bus Transportation -
Department of Recreation and Parks - P.O. No. P524780 | | |

On September 4, 2013, the Board approved the initial award in the amount of \$350,000.00. The award contained four renewal options. Subsequent actions have been approved. This increase in the amount of \$125,000.00 is necessary to continue transportation services for various City agencies while a new solicitation is being developed. This increase will make the award amount \$2,125,000.00. The contract expires on September 3, 2018.

MBE/WBE PARTICIPATION:

On August 15, 2013, it was determined that no goals would be set because of opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

- | | | |
|--|--------------|-----------------|
| 9. SRG, INC. | \$ 40,270.00 | Selected Source |
| Contract No. 06000 - Maintenance for the Burn Building - Fire
Department - Req. No. R789185 | | |

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Procurement

An Intent to Waive Competition B50005446 was posted on CitiBuy with no responses received. It is in the best interest of the City that the Burn Building stay within the standard of NFPA 1402, which allows for safe and effective training props. SRG, Inc. is a qualified burn building Maintenance Company for emergency repairs, inspections and annual services for the Fire Academy's burn building. In order to comply with the NFPA 1402 standard and rules, an award is recommended to SRG, Inc. as selected source contractor. The period of the award is July 1, 2018 through June 30, 2021. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. The initial award is below the MBE/WBE subcontracting threshold of \$50,000.00.

- | | | |
|--|--------------|-------|
| 10. GAMBRILLS EQUIPMENT | \$ 36,570.00 | Award |
| <u>COMPANY, INC.</u>
Solicitation No. B50005438 - 54 Inch Lawn Mowers - Department of General Services, Fleet Management - Req. No. R793381 | | |

Vendors were solicited by posting on CitiBuy. On May 24, 2018, four bids were received and opened. Award is recommended to be made to the lowest responsive and responsible bidder for the purchase of six lawn mowers. The period of the award is June 20, 2018 through June 19, 2019. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

Not applicable. Award is below the MBE/WBE subcontracting threshold of \$50,000.00.

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 Procurement

11. BALTIMORE CITY BOARD OF
SCHOOL COMMISSIONERS OF
THE BALTIMORE CITY PUBLIC
SCHOOL SYSTEM

	Revenue Generating	Agreement
<hr/>		
Contract - Printing and Graphics Services Agreement - Bureau of Procurement, Digital Document Division - Req. No. N/A		

The Board is requested to approve and authorize execution of an Agreement with the Baltimore City Board of School Commissioners of the Baltimore City Public School System. The period of the agreement is July 1, 2018 through June 30, 2021.

Under this agreement, the City agrees to permit city schools to use the City's Digital Document Division for a variety of printing and graphics services.

MBE/WBE PARTICIPATION:

Not applicable.

12. KRONOS SYSTEMS INCORPORATED		Sole Source
a/k/a KRONOS, INC.	\$200,000.00	Agreement
<hr/>		
Contract No. 08000 - Workforce Central Software As A Service Agreement - Baltimore City Information Technology, Baltimore City Fire Department - Req. No. To be determined.		

The Board is requested to approve and authorize execution of an Agreement with Kronos. The period of the agreement is effective upon Board approval for three years with one 1-year renewal option.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Procurement

This agreement will provide the Workforce Telestaff software to optimize deployment and scheduling of public safety personnel to ensure compliance with the required Consent Decree. 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

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

- 13. NATIONAL CAPITAL INDUSTRIES,
INC.
BELAIR ROAD SUPPLY COMPANY,
INC.

	\$ 0.00	Extension
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Contract No. B50002318 - Cement, Mortar and Concrete Mix - Department of Public Works, Water and Wastewater, etc. P.O. Nos. P520116 and P520115

On March 28, 2012, the Board approved the initial award in the amount of \$150,000.00. The award contained two renewal options. Subsequent actions have been approved, and both

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 Procurement

renewals have been exercised. An extension is necessary to continue providing materials to various City agencies while a new solicitation is being prepared for advertisement. The contract expires on June 30, 2018. The period of the extension is July 1, 2018 through December 31, 2018.

MBE/WBE PARTICIPATION:

On February 6, 2012, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

14. AUSTON CONTRACTING,
INC. Revenue Generating Extension
Contract No. B50002856 - Scrap Metal Pick Up and Removal -
Department of Public Works - P.O. No. P523766

On July 17, 2013, the Board approved the initial award in the amount of \$0.00. The award contained two renewal options. Subsequent actions have been approved and both renewal options have been exercised. An extension is necessary to allow the agency time to revise specifications, advertise a new solicitation and award a new contract. The period of the extension is July 1, 2018 through June 30, 2019. The above amount is the City's estimated requirement.

MBE/WBE PARTICIPATION:

On April 25, 2013, it was determined that no goals would be set because of no opportunity to segment the contract.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Procurement

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 11, 2018, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

17. YORK SERVICES GROUP, INC. (YORK)	\$ 0.00	Assignment Agreement
Contract No. B50003192 - Workers Compensation Claims Administration - Department of Finance - P.O. No. P526712		

The Board is requested to approve and authorize execution of an Assignment Agreement with York Services Group, Inc. The period of the assignment agreement is contingent upon completion of a separate Asset Purchase Agreement dated April 17, 2018 by and among Key Risk and York and Berkley Insurance Company.

On March 26, 2014, the Board approved the initial award to Key Risk in the amount of \$13,614,900.00. On March 15, 2017, the Board approved a renewal in the amount of \$4,800,000.00. Subject to a pending Asset Purchase Agreement, York will acquire the rights, title and interest in all of Key Risk's third-party self-insured worker's compensation insurance programs. Subsequently, Key Risk is requesting assignment of Contract B50003192 to York.

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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<u>Bureau of Procurement</u>		
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UPON MOTION duly made and seconded, the Board approved the foregoing informal awards, renewals, increases to contract and extensions. The Board also approved and authorized execution of the Agreement with the Baltimore City Board of School Commissioners of the Baltimore City Public School System (item no. 11) the Sole Source Agreement with Kronos Systems Incorporated (item no. 12) and the Assignment Agreement with York Services Group, Inc. (item no. 17).

MINUTES

Bureau of Procurement on behalf - Consultant Agreement Renewal
of the Department of Planning

ACTION REQUESTED OF B/E:

The Board is requested to approve a renewal of the Consultant Agreement with the Neighborhood Design Center, Inc. The period of the renewal of the Consultant Agreement is June 14, 2018 through June 13, 2019, with no renewal options remaining.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

On June 14, 2017, the Board approved an Agreement, at the request of the Department of Planning, with Neighborhood Design Center, Inc. to provide consulting services to help communities envision and design vacant lot green projects as part of the Growing Green Initiative. The P.O. No. is P540742.

MBE/WBE PARTICIPATION:

Not applicable. The initial award was below the MBE/WBE subcontracting threshold of \$50,000.00.

UPON MOTION duly made and seconded, the Board approved the renewal of the Consultant Agreement with the Neighborhood Design Center, Inc.

MINUTES

Department of Communication Services - Service Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Service Agreement with Verizon Business Network Services, Inc. on behalf of Verizon Maryland LLC, under the Maryland State Contract Number 060B3490013-Local Telecommunications Services. The period of the agreement is July 1, 2018 through June 30, 2019.

AMOUNT OF MONEY AND SOURCE:

\$150,000.00 - estimated monthly charges (to bill to agencies)
Account No. 2039-000000-1330-158400-603084

BACKGROUND/EXPLANATION:

On June 6, 2018, the Board authorized the procurement of telecommunication services off of the above referenced Maryland State Contract solicited by the Maryland State Department of Information Technology (DoIT). The City will benefit from the favorable rates negotiated by the State. On June 6, 2018, the Board approved payment by expenditure authorization.

If the State of Maryland amends its contract to extend the agreement, the City will have the option to extend the agreement, effective July 1st of any new extended period.

MBE/WBE PARTICIPATION:

The contractor will provide all the required hardware, software, installation and maintenance for voice services. The contract cannot be segmented.

MWBOO GRANTED A WAIVER.

MINUTES

Department of Communication Services - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Service Agreement with Verizon Business Network Services, Inc. on behalf of Verizon Maryland LLC, under the Maryland State Contract Number 060B3490013-Local Telecommunications Services.

MINUTES

Department of Housing and Community Development (DHCD) - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) between the Health Department, the DHCD, and the Housing Authority of Baltimore City.

AMOUNT OF MONEY AND SOURCE:

No funds are involved in this request.

BACKGROUND/EXPLANATION:

In November 2017, the City and the Housing Authority of Baltimore City were co-applicants to the Department of Housing and Urban Development for a \$30,000,000.00 Choice Neighborhood grant for the Perkins-Somerset-Oldtown Choice Neighborhoods Initiative. The proposed transformation would redevelop 629 units of public housing at Perkins Homes and the former Somerset Homes site as well as new educational and community facilities, recreational centers open space, commercial and retail, and mixed-income housing.

On November 8, 2017, the Choice Neighborhoods application as well as a Partnership Certification and Letter of Commitment between the City and HABC, and a Memorandum of Understanding between the Department of Housing and Community Development and the Baltimore City Board of School Commissioners (BCPS Memorandum) relating to the Lombard Middle School and the City Springs Charter School. As part of the certification and letter between the City and HABC, the City committed to donating certain parcels of land within the Choice Neighborhoods plan boundaries to HABC to make them available for redevelopment. Through the BCPS Memorandum, The School Board agrees to transfer 100 South Caroline Street currently home to the City Springs Elementary and Middle School and 1601 E. Lombard street formerly the Baltimore Freedom Academy, to the City.

MINUTES

DHCD - cont'd

A New City Springs Elementary/Middle School will subsequently be constructed at 1601 E. Lombard Street, followed by the redevelopment of 100 S. Caroline Street as housing.

In order to build a new school and housing at the school sites, as well as to redevelop other City-owned properties, it is necessary for HCD to make them available to the HABC following approvals required by City and State Law. HABC will then convey these properties to the developers. In addition to the two above-described school properties this MOU request the Board to approve includes an additional 65 City-owned properties that would be conveyed to HABC.

The Health Department is also approving this MOU to indicate its approval of the inclusion of the City-owned property located at 620 N. Caroline Street, which is currently assigned to the Health Department.

MBE/WBE PARTICIPATION:

HABC will be responsible for requiring developers to sign a Commitment to Comply.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding between the Health Department, the DHCD, and the Housing Authority of Baltimore City. The President **ABSTAINED**.

MINUTES

Department of Housing and - Memorandum of Understanding
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Memorandum of Understanding (MOU) with the City of Annapolis, Arundel Community Development Services, Inc., Baltimore County, Harford County, Howard County, Housing Authority of Baltimore City, Housing Authority of the City of Annapolis Commission, Housing Authority of Anne Arundel County, Havre de Grace Housing Authority, the Howard County Housing Commission, and the Baltimore Metropolitan Council (BMC). The MOU is effective upon Board approval through December 31, 2019.

AMOUNT OF MONEY AND SOURCE:

\$71,250.00 - 2089-208918-5930-599681-603026

BACKGROUND/EXPLANATION:

This MOU will allow for the contribution to the development of a 2019 Regional Analysis of Impediments to Fair Housing Choice (AI). HUD promulgated a rule in 2015 that requires the completion of an Assessment of Fair Housing to replace a previous AI requirement. The BMC will coordinate and convene communication between the jurisdictions and facilities for the preparation of the AI including awarding and managing consultant work.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding with the City of Annapolis, Arundel Community Development Services, Inc., Baltimore County, Harford County, Howard County, Housing Authority

MINUTES

Department of Housing and - cont'd
Community Development

of Baltimore City, Housing Authority of the City of Annapolis Commission, Housing Authority of Anne Arundel County, Havre de Grace Housing Authority, the Howard County Housing Commission, and the Baltimore Metropolitan Council.

MINUTES

DHCD - cont'd

Upon approval of the resolution, the DHCD's Contracts Section began negotiating and processing the CDBG Agreements as outlined in the Plan effective July 1, 2017 and beyond. Consequently, these agreements were delayed due to final negotiations and processing.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Community Development Block Grant Agreements.

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:

2679 - 2711

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

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

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Procurement

- 1. B50004898, Non-Emergency Hart to Heart \$33,424,490.00
 Medical Transportation Ambulance Services,
 for Medicaid Clients Inc.

(Baltimore City Health Department)

MBE/WBE PARTICIPATION:

MWBOO SET GOALS OF 6% MBE 3% WBE.

MBE: My City Transportation, Inc. * 3%
 Fleming Transportation Corporation 3%

6%

WBE: Med-Care Transportation, LLC 3%

MWBOO FOUND VENDOR IN COMPLIANCE.

*The MBE subcontractor is not in good standing with the Department of Assessment and Taxation. The Bidder will be allowed to substitute an approved MBE if My City Transportation, Inc. is not in good standing at the time of award.

A PROTEST WAS RECEIVED FROM TRANSDEV.

Robert Fulton Dashiell, Esq. P.A.

1498 Reisterstown Road, Suite 334 · Baltimore, Maryland 21208 ·url: rfdlawfirm.com

Tel: (410) 547-8820

Fax: (443) 637-3718

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***Senchal Dashiell Barrolle,
Associate Principal
sbarrolle@dashiell-lawoffice.com***

June 26, 2018

Honorable Members of Baltimore City Board of Estimates
100 Holliday, Suite 204
Baltimore, Maryland 21202

Catherine E. Pugh, Mayor
Joan Pratt, Comptroller
Bernard “Jack” Young, President City Council
Andre Davis, J., City Solicitor
Rudy Chow, Director, Public Works

C/o Harriett Taylor, Secretary/Deputy Comptroller

(Hand-delivery)

Re: Bid Protest: Transdev Services, Inc.
B50004898. Non-Emergency Medical Transportation for
Medicaid Clients

Dear Board Members:

The above referenced procurement was issued by the Bureau of Purchases whose mission, according to its website is to obtain “the best value for the goods and services that the City of Baltimore needs to function efficiently.” Proposals for the above referenced contract were opened on August 9, 2017. Award, if made, is to be to the responsive and responsible Offeror that receives the highest combined evaluation score for Technical Scoring and Price Scoring, **or best value...** (SW4, B (a), Exh.1, p.5). Contrary to the recommendation from your

Board of Procurement, we maintain that our client, Transdev Services, Inc. (“Transdev”), offered the proposal that represents the best value for Baltimore City and its citizens.¹

As stated in its proposal, besides being the Department of Health’s current provider, Transdev is one of the largest operators of the MTA Mobility Paratransit program, and has done so for the past 30 years, providing access to health care, education, employment and recreation to people with disabilities qualified under the Americans with Disabilities Act. Its service to people with special needs provides a level of freedom that many take for granted.

In 2013, Transdev joined the City in grieving the passing of Pam Summers, Director of the Baltimore City Health Department Program. With her passing, she took the institutional knowledge of the system with her. Transdev worked closely with Dr. Duval-Harvey and her team to teach them about the program and processes we followed. During this transition period, there was an absence of a clear understanding of the method of paying Transdev, and a lack of Purchase Orders initiated by the City for Transdev services. Transdev stood with the City during this trying time and went 14 months without payment during this rebuilding process while maintaining this important service to the City’s special needs population.

Since 2016, Transdev has provided the City with the following value-added services:

- Transdev’s IT Department linked our Trapeze Scheduling Software to the City’s and provided training and “help desk” services so BCHD Staff were and are proficient in the software program
- Continue to provide Trapeze New Hire & Refresher training upon request (Webinar and On-Site Training)
- Provided IT Support for system upgrades and troubleshoot issues to be sure the City can continue to provide client services.
- Provided Support during phone system upgrade; BCHD incoming calls were redirected to Transdev’s Staff.
- During facility maintenance, Transdev accommodated BCHD Staff & provided office space, computers and phones to conduct business for over one week. It has done the same during outages and serves as a reliable back-up to allow the City to minimize disruption.
- Transdev accompanies BCHD during meetings at Hospital facilities to discuss transportation communication and service improvements

Transdev has three business locations in the city. The three locations employ over 360 direct employees and 37 independent contractors in the taxi division that proudly serves the City of Baltimore. The majority live in the City of Baltimore and are proud to call Baltimore home.

¹ We do not know the technical, price or combined scores given to either Transdev or Hart to Heart.

Transdev's predecessor company began services to Baltimore in 1909 with a modern taxi service that continues today as SuperShuttle, a premier airport shared ride service; ExecuCar black car service and Baltimore Yellow & Checker Taxicab service brands. Throughout the past century, Transdev has become a Baltimore institution and gives back to the community in many ways to include donated transportation services, as well as donations to worthy causes and partnerships.

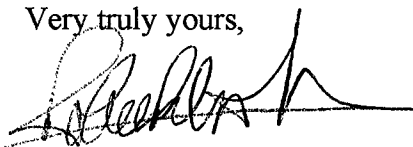
- The Waterfront Partnership
- The Arc of Baltimore
- For the past five years, Transdev has donated a shuttle bus every Saturday of the three summer months to run from the Visitors Center to the Maryland Zoo
- For the past four years Transdev has donated to the "Inner Harbor Project," which supports youths and adults working together to deter violence in and around the Inner Harbor
- Transdev donated all transportation services for the Ed Block Courage Awards (EBCA) for the past eight years. EBCA raises money to help at risk and abused children in multiple cities, including the city of Baltimore
- Its Taxi Division works with the Baltimore Mayor's office on a program called "Baltimore Youth Opportunity" – The division currently has three participants in this program
- Transdev is a proud sponsor of two events each year for the Downtown Partnership of Baltimore, valued at \$10,000 annually
- The Charm City General Manager, Mark Heishman, is a board member for the Charles Street Development Corporation, which works to improve the federally recognized historic Charles Street in Baltimore
- Transdev also proudly supports and participates in the regional transit group "Transit Choices" which works to improve all forms of transportation in and around the Baltimore metropolitan area.
- Over 30 staff members and operators have become Certified Tourist Ambassadors. A safety supervisor was recognized as "Ambassador of the Year" for 2015 and Transdev was recognized as "Company of the Year" for 2015
- Transdev was honored to be the exclusive provider for the 2012 and 2014 Star Spangled Spectacular and the one-day Living Flag event at Fort McHenry in 2014, which involved planning and managing transportation service for 7,500 students with 150 vehicles.

Transdev has more than 100 years of experience in North America delivering virtually every type of ground transportation service, including fixed route, paratransit, NEMT, BRT, student transportation, university and airport shuttle, commuter rail, light rail, streetcar, taxicab and limousine service with over 18,000 employees and contracts in more than 200 U.S. locations. With this kind of background, experience and proven commitment it is difficult to conceive that Transdev would be unsuccessful in a procurement such as this where **technical capability was intended to outweigh price.**²

The recommendation for award to a firm other than Transdev is ever more perplexing when you consider that the recommended awardee is a defendant in a civil whistleblower suit and is currently under investigation by the office of the U.S. Attorney for Maryland for submitting fraudulent billings to Medicare. In a status report to Judge Richard Bennett dated April 21, 2017, then U.S. Attorney Rod Rosenstein explained that “Law enforcement has recognized an increased risk for false claims to Medicare for ambulance transports that are not medically necessary. **This investigation involves claims for Medicare reimbursement for ambulance services submitted by Hart to Heart Transportation Services.**” (emphasis added). (Exh.2). In the status report submitted to Judge Bennett dated May 31, 2018, U.S. Attorney Robert K. Hur reported, among other things, that interviews with employees of several health had revealed that Hart to Heart had requested them “to provide documentation of the medical necessity of ambulance transports months or years after the dates of transports and claims to Medicare for those transports were paid.” (Exh. 3).

SW3 A states that an Offeror is considered Responsible if it has the experience, and the capability, **integrity**, and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, in accordance with all the terms and conditions, as will be determined by the City”. For all of the foregoing reasons we urge you to reject the recommendation from the Bureau of Procurement and, instead, award the contract to Transdev Services, Inc., the offeror that has a proven track record of performance, commitment and unquestioned integrity.

Very truly yours,



Robert Fulton “Boyce” Dashiell
Senchal Dashiell Barrolle,

Attorneys for Transdev Services, Inc.

² Although we have focused on Transdev’ superior technical capability, we note that Hart to Heart’s relative lack of experience is manifest in the artificially low price to perform this very time sensitive work, without use of the state of the art Trapeze transportation management system.

EXHIBIT 1

Statement of Work

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SW1. SCOPE OF WORK:

A. The City of Baltimore is seeking proposals to procure non-emergency ambulatory, wheelchair van and non-emergency ambulance services for medically necessary appointments and non-emergency ambulances services for hospital discharges and emergency room releases for eligible Baltimore City Medical Assistance recipients further described in the Detailed Specifications of this solicitation.

SW2. TERM OF AGREEMENT:

A. **Effective Date.** Upon approval of the City Board of Estimates, the initial term of this contract shall begin on the specific date directed by the City Board of Estimates or, in the absence of a specific date, on the date the Board approved the award.

B. **Expiration Date.** The initial term of this contract shall expire **(5) five years** from the effective date.

C. **Renewals:** The Contract shall contain options to renew on the same terms and conditions for **additional two (2) one year terms** at the sole discretion of the City.

D. The City reserves the right to enter into additional contracts near the date of expiration to ensure continuity of service provided to the City. Purchase orders may overlap by as much as six months.

SW3. OFFEROR RESPONSIVENESS & RESPONSIBILITY

A. An Offeror is considered 'Responsive' if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in the prescribed format. An Offeror is considered 'Responsible' if it has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, in accordance with all of the terms and conditions, as will be determined by the City.

B. Anyone submitting proposals on this solicitation shall be able to clearly demonstrate, at the time of the proposal submission, that they have been and remain in the business of providing the services specified herein for a minimum of 3 years, and have the resources and the capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract. Otherwise, Offerors must be prepared to demonstrate the same if requested by the City during the proposal evaluation process.

C. Offerors are instructed to adhere to and follow all instructions in the Submission Instructions.

SW4. METHOD OF AWARD and EVALUATION METHODOLOGY:

A. This Solicitation requests that proposals which contain price, qualifications, and technical information be submitted. The award, if made, will be made to the responsive and responsible Offeror that receives the highest combined evaluation scores for Technical and

Price as determined by the City and approved by the Board of Estimates.

B. Evaluation Process:

a) This solicitation is a one-step process, requiring proposals, wherein technical and pricing information must be submitted. Therefore, award, if made, will be made to the responsive and responsible Offeror that receives the highest combined evaluation score for Technical Scoring and Price Scoring, or best value as follows:

b) Basic Responsiveness (no numerical value – pass/fail).

c) Basic Responsiveness is a Minimum Requirement and has no numerical value.

d) The City will determine if the proposal is responsive to the requirements and instructions as stipulated throughout this solicitation, including but not limited to completing and submitting all required forms and other documents and providing information in the order and format indicated, all in accordance with Sections SM2 and other relevant sections of this solicitation. Any proposal found to be non-responsive may be recommended for rejection and not given further consideration for possible award at the City’s sole discretion.

C. In order to be considered responsive and eligible for further consideration, an Offeror must submit reference information which clearly demonstrates that the Offeror has proven success performing medical transportation services in localities similar to Baltimore City.

D. Evaluation Scoring: The City will score each proposal meeting the minimum requirements in accordance with the following evaluation criteria. Within each technical qualifications criteria section, raw score points will be awarded based on how well the Offeror has demonstrated its ability to meet the stated requirements. Points for technical scoring will be awarded as described below in the Evaluation Criteria section.

E. Evaluation Criteria: The maximum possible score is 500 points which is further broken down as follows:

a) Basic Responsiveness (Pass/Fail). Proposals found to be non-responsive will not be further evaluated for award.

b) Technical – (300 points maximum) with an Oral Presentation, if required (which may be used to adjust scores on the technical proposal).

c) Price - (200 points maximum).

d) Total - (500 points maximum)

TECHNICAL SCORING		Maximum Score
1	Offeror’s Technical Response to RFP Requirements	100
2	Offeror Qualifications and Capabilities, including proposed Subcontractors	75
3	Experience and Qualifications of Proposed Staff	75
4	Project Management and Control	50
TOTAL		300

The Offeror must achieve a score of at least 150 points at step 1 of Technical Evaluation to be eligible for further consideration of a possible award. The minimum technical score of must be met before price is evaluated. Total Bid prices will be ranked with the lowest bid price receiving a full score (300 points), and the remaining bids receiving a score calculated by dividing the lowest bid price by the second, (or third, etc.) proposal bid price.

e) Price Evaluation Scoring Table:

PRICE SCORING	Max Score
Pricing	200
$(\text{Lowest Bid Price} / \text{Proposal (your) Bid Price}) \times 200$	
Total Section Score	200

F. Selection Process. The competitive sealed proposals method is based on discussions and revisions of proposals during these discussions. Accordingly, the City may hold discussions with all Offerors judged reasonably capable of being selected for award; however, the City also reserves the right to make an award without holding discussions. In either case, holding discussions or not doing so, the City may determine an Offeror to not be responsible or an Offeror's proposal to not be reasonably susceptible of being selected for award at any time after the proposal due date and the City initial review of proposals submitted.

G. Offerors must confirm in writing any substantive oral clarification in their proposals made in the course of an oral presentation or discussions. Any such written clarification will then become part of the Offeror's proposal.

H. Demonstrating an Economic Benefit to the City of Baltimore:

The economic-benefits evaluation factors below are from Section SW-PROGRAM-5. For the complete program information see the Section SW-PROGRAM-5 "Evaluation Factor for Proposals Demonstrating an Economic Benefit to the City of Baltimore".

(a) The bidder's intended procurements from City subcontractors, suppliers, and joint venture partners in the performance of the contract;

(b) The number of jobs generated for City residents, number of current jobs filled by City residents, and the dollar value of those jobs. The types and the value of the jobs to the City's economy may be considered, as well as the potential for long-term, as opposed to temporary, employment;

(c) Tax revenues generated to City, including but not limited to real property tax and income tax;

(d) The amount or percentage of subcontract dollars placed with City small businesses and City minority or women's business enterprises that have been certified by the

Minority and Women's Business Opportunity Office.

(e) Whether or not the bidder has a small, veteran, minority, or women-owned business inclusion or mentoring program;

(f) For multi-year contracts, the bidder's commitment to mentor City small, veteran, minority, or women-owned businesses; and

(g) The bidder's commitment to participate in programs supporting City children or youth, including but not limited to the Youth Works and Hire One Youth programs.

(h) The bidder's commitment to provide benefits to its employees residing in Baltimore City, including but not limited to onsite affordable child care, paid parental leave for the birth or adoption of a child, and employer support of breast-feeding choices of employees, in excess of any requirements of the Fair Labor Standards Act.

(i) The Vendor's intended procurements from other subcontractors, suppliers and joint venture partners with a principal place of business in the City of Baltimore, in the performance of the contract.

SW5. PRESENTATION:

A. The City may, in its sole discretion, and as part of the technical evaluation process, request an Offeror(s) make a presentation, however, the City is not obligated to do so.

B. Offeror shall limit its presentation to 60 minutes in length, exclusive of questions.

C. The Offeror cannot use the presentation to change, correct, deduct from or add to any portion of its offer/proposal submission package, nor is this to be considered a negotiation session.

D. The City will not discuss or disclose other Offeror's submittals, but rather, will limit any subsequent discussion to that of the Offeror making the presentation.

E. If requested, the Offeror will be notified as to where and when to appear.

F. The City may amend evaluation scores, when deemed necessary and/or appropriate, following presentation and/or negotiation.

SW6. NEGOTIATION

A. This Solicitation will result in the submission of "Proposals" and the evaluation and award process will be as described in SW 4 above.

B. Therefore, the City may, at its sole discretion, enter into negotiations with the highest ranked responsive and responsible Offerors that are considered eligible for award, and to invite "best and final offers" as deemed to be in the best interest of the City.

C. Presentation may be combined with negotiation at the City's sole discretion. However, the City is not obligated to negotiate, and may make award based on either the initial evaluation or negotiated "best and final offers" as determined by and at the City's sole discretion as being in the City's best interest.

D. Offerors are strongly advised, however, not to prepare their proposal submissions based on any assumption, understanding or hope that negotiations will take place. It is the city's initial desire and intent to avoid negotiations. Offerors are advised to respond to this solicitation fully at the time of proposal submission.

SW7. WORK EXPERIENCE & QUALIFICATIONS OF CONTRACTOR:

EXHIBIT 2



U.S. Department of Justice

*United States Attorney
District of Maryland*

Roann Nichols
Assistant United States Attorney
Roann.Nichols@usdoj.gov

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April 21, 2017

The Honorable Richard D. Bennett
United States District Courthouse
101 West Lombard Street
Baltimore, Maryland 21201

Re: *United States, ex. rel. Bryan Arvey v. Hart to Heart Transportation Services, Inc., et al.*, Civil No. RDB-13-01554

Dear Judge Bennett:

Please consider this a status report in the above referenced matter.

Law enforcement has recognized an increased risk for false claims to Medicare for ambulance transports that are not medically necessary. This investigation involves claims for Medicare reimbursement for ambulance services submitted by Hart to Heart Transportation Services. Medicare pays companies for ambulance transport when “the patient’s condition is such that use of any other method of transportation is contraindicated,” in other words, when ambulance transport is medically necessary. Medicare does not pay for other transportation services such as wheelchair van or taxicab. Furthermore, Medicare does not pay for ambulance transport for all medical services. While transports to and from a hospital, skilled nursing or assisted living facility, and home may be covered, Medicare does not pay for ambulance transportation to a physician’s or therapist’s office, and other outpatient services.

Ambulance transport provides different levels of service including Advanced Life Support Level 1 (ALS), emergency and non-emergency; Advanced Life Support Level 2; Basic Life Support (BLS), emergency and non-emergency; and Specialty Transport. Patients who require ALS and Specialty Care require higher levels of medical care during transport than BLS. Medicare also compensates for mileage for each ambulance transport.

The *qui tam* alleges false claims arising out of the company’s Salisbury office, which closed in July 2014. Thus, the government’s first investigative step involved the analysis of claims submitted by Hart to Heart and paid by Medicare from 2010 through 2014. During this time, Medicare paid Hart to Heart \$26.5 million for ambulance transportation services, and of that Medicare paid \$20.5 million for non-emergency BLS transports, which represents 77% of total reimbursement and 86% of the total claims submitted. Of the \$20.5 million, Medicare paid

\$13.7 million for non-emergency, BLS transports from hospitals to skilled nursing, assisted living facilities, and patients' homes.

This investigation has focused on the services with the highest levels of Medicare reimbursement, that is, Hart to Heart's non-emergency BLS transports from hospitals to skilled nursing and assisted living facilities and patients' homes. Special regulations and Medicare guidance apply to the medical necessity of these transports, which determines whether Medicare will reimburse claims. *See* 42 C.F.R. § 410.40(d). The patient's medical condition at the time of transport determines medical necessity, which depends upon the patient's medical condition as documented while in the hospital and at discharge as certified by the authorized physician, nurse practitioner, or nurse. The ambulance crew, usually a paramedic or emergency medical technician, must also document the patient's medical condition at the time of transport.

The government has also interviewed witnesses, subpoenaed records from hospitals that contracted with Hart to Heart, and subpoenaed records from Hart to Heart.

The government has interviewed several former Hart to Heart paramedics/EMTs, each with 4 to 20 years of experience at the time. Each described that he or she was told by company management, Jason and Corey Skidmore, to direct nursing staff at hospitals, in particular Peninsula Regional Medical Center, or skilled nursing facilities to return patients standing or sitting in chairs or wheelchairs back to bed, so that the patients could be moved to stretchers for ambulance transport. Medicare is unlikely to reimburse ambulance transport for ambulatory or wheelchair bound patients who can be safely transported by other methods. Each former employee described being directed by management or billing staff to revise their entries on trip sheets to support Medicare reimbursement. Some were disciplined or fired, or quit, when they refused to make false entries into trip sheets. These former employees estimated the number of ambulatory or wheelchair bound patients transported by ambulance to range from 25% to 50%. Former billing staff were also interviewed.

One former employee was hired to assist in obtaining hospital contracts and to determine why insurance claims for payment were denied. He confirmed that billing staff would change trip narratives, indicating that patients were bed confined and could not sit, stand, or walk, contrary to the entries of EMTs who transported the patients. He provided the government with examples of trip narratives and billing reports that he had been asked to address by Jason Skidmore. The government has provided these documents to Hart to Heart.

Peninsula Regional Medical Center (PRMC) in Salisbury, Maryland terminated its contract with Hart to Heart effective July 2014. PRMC was responsible to pay for ambulance transport when those claims were denied by Medicare. In the January 1, 2011 contract renewal, Hart to Heart insisted on this language: "Any discharges not meeting the CMS definition of bed confined or medical necessity, or PRMC arranging for ambulance transport for a non-bed confined patient will be the responsibility of PRMC eg H2H arrives to patient's bedside to find an ambulance (BLS) requested patient standing and walking." The government is analyzing PRMC payments to Hart to Heart, many made from months to a year beyond the dates of service and after denial by Medicare.

Hart to Heart maintains records relating to ambulance transports. The company has produced data from the Zoll software program used for billing. The government agreed to limit the production to 5 months, as a sample. The government was unable to access the data initially, but those technological issues have been resolved with the company's assistance and cooperation. Apparently, some miscommunication by undersigned counsel has delayed production of the Patient Care Reports (PCRs). PCRs represent electronic narrative entries by paramedics/EMTs/drivers in the field from dispatch to transport. We expect to receive the PCRs shortly and to analyze them and compare them to the Zoll billing reports and Medicare billing and payment data.

The government's investigation is ongoing. Counsel for the parties have met and conferred in person and by telephone and email on multiple occasions. The government is in the process of reviewing documents, including emails, obtained from other hospitals that contracted with Hart to Heart, and analyzing billing and payment data based on those documents. Additional interviews are planned, some are scheduled.

Thank you for your consideration.

Respectfully,

Rod J. Rosenstein
United States Attorney

_____/s/_____
Roann Nichols
Assistant United States Attorney

cc: R. Scott Oswald, Esquire
David L. Scher, Esquire
Jonathan Biran, Esquire
Jennifer Coyne, Esquire
Todd M. Rheinecker, Esquire
Molissa Farber, AUSA

EXHIBIT 3

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND



U.S. Department of Justice JUN -5 AM 9:59

United States Attorney
District of Maryland

CLERK'S OFFICE
AT BALTIMORE

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May 31, 2018

The Honorable Richard D. Bennett
United States District Courthouse
101 West Lombard Street
Baltimore, Maryland 21201

Re: United States, ex. rel. Bryan Arvey v. Hart to Heart Transportation Services, Inc., et al., Civil No. RDB-13-01554

Dear Judge Bennett:

Please consider this a status report in the above referenced matter.

The government's investigation of this matter has been ongoing and has focused on Basic Life Support ambulance transports involving hospital discharges to skilled nursing or assisted living facilities, or patients' homes. From 2010 to 2017, Medicare paid Hart to Heart \$18M for these types of ambulance transports, not including mileage.


We issued subpoenas to Hart to Heart and its related billing entity, EMS Billing Solutions. The companies are required to maintain documents in support of claims made to Medicare for 6 years. Protracted document production ensued.

After production of their emails in August 2017, in October, we took testimony by Civil Investigative Demand of Jason Skidmore, Corey Skidmore, and Deborah McCurley, an employee of EMS who submitted claims to Medicare on behalf of Hart to Heart. We also deposed Kelly Spangler, another EMS biller, but continued her deposition pending production of her emails, which occurred on January 12, 2018. Review of the Spangler emails, including the virtual absence of any emails before May 2017, raised questions about all email productions.

One of the Spangler emails included an August 2017 exchange with Ms. Spangler, the Hart to Heart CFO, and Jason Skidmore, in which Ms. Spangler was directed to determine "the reason for billing to Medicare . . ." more than 200 ambulance transports between 2010 and 2014. The email attached a similar list of transports for which Ms. McCurley had performed the same review. Neither Ms. McCurley's nor Jason Skidmore's productions included these emails.

We have interviewed employees of several health care providers. These providers contacted us to report that Hart to Heart asked them to provide documentation supporting the

APPROVED this 4th day of June, 2018.


Richard D. Bennett
United States District Judge

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President: "The first item on -- on the non-routine agenda can be found on page 97, item 1, Bureau of Procurement Recommendation for Contract Award B50004898, Non-Emergency Medical Transportation for Medicaid. Will the parties please come forward?"

Erin Sher Smyth, City Purchasing Agent: "Good morning, Madam Mayor, Madam Comptroller, Council President, Honorable members of the Board. Erin Sher Smyth City Purchasing Agent for the Bureau of Procurement, Department of Finance."

Senchal Barrolle: "Good morning Mr. President, Madam Mayor, Madam Comptroller, members of the Board. My name is Senchal Barrolle of the Law Office of Robert Fulton Dashiell. Here on behalf of the protestant Transdev Services. As an initial matter before the case moves forward we'd like uh -- move forward -- I mean -- I'm sorry moved for a postponement of this matter. It's our understanding that uh -- the Comptroller may have had an interest in a postponement and if so we wanted to move forward with that."

President: "Okay. Is there a motion to -- uh -- postpone? Being there is none we will continue."

Ms. Barrolle: "Thank you. Mr. President."

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City Purchasing Agent: "Thank you. As Madam Mayor has pointed out if we require our bidders to have the same level of experience as the incumbent vendor, we will never be able to get new bidders the opportunity to do business with the City; which results in giving the contract to the vendor for decades. When bidders no longer feel they have a fair chance at winning, they stopped winning -- they stop bidding. That -- that allows the incumbent to increase prices and reduce quality of service with no fear of losing the contract. Both protests today are submitted by the incumbent vendor who now feel entitled to the contract. They will both argue that the very fact that they have had the contract for so many years makes them the sole vendor capable of doing the job. In the subject protest during the bidding process the incumbent urged the City to award the contract to them without competitive bidding several times. They urged the City to agree that they are a sole source vendor. In fact, Transdev informed me that they were confident that the contract would not be competitively bid and they expected me to follow their lead. I've never had a vendor say anything of that nature to me. It's completely offensive to the competitive

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bidding process. The sole source justification was based solely on the fact that they are the incumbent. In their protest they re--referenced their tracking software for their cause. This ability is not unique to the incumbent. In fact, when the using agency reviewed the software offered by the recommended awardee, they actually found a lot of functionality that the uh -- incumbent does not provide. From the protest itself it appears that Transdev feels that they should have received the award no matter how high their prices were. The protest states it is difficult to conceive that Transdev would be unsuccessful in a procurement such as this, where technical capability was intended to outweigh price. That belief could explain why Transdev price was so much higher than Hart to Heart and much higher than their previous bid price, which was \$30 million dollars versus the current bid of \$49 million dollars, and t -- to Hart to Heart's \$33 million dollars. Hart to Heart was determined to be responsive and responsible received a technical score that was similar to the incumbent Transdev, 214 and 221 respectively. The deciding factor between the two was the lower pricing submitted by Hart to Heart, a Maryland based company.

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In fact, it was the \$16 million dollars more that Transdev would be charging to the City, during the initial term of the contract, was the deciding factor in this case. Additionally, the evaluators were aware of the claims made against Hart to Heart in 2013, but it is these claims have not res -- resulted in a final determination of disqualification they were only given that weight. The state of Maryland who regulates these medical transportation services was a participant in this evaluation process and was aware of these claims as well. The State regulators were present when the recommendation was finalized and were not opposed to the award to Hart to Heart. Additionally similar claims of overcharging may be made against -- by -- against Transdev by the City. The City has made several requests for documentation to support the billing to the City on another contract, but it's been unable to obtain the support and in fact has been informed that Transdev intentionally billed rates not supported by the contract terms. The State and various Maryland jurisdictions currently have contracts with Hart to Heart and they have not taken action to disqualify them to date. Hart to Heart is intending to open a new

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facility in the City, utilize MBE's and WBE's in excess of the goals and hire City residents including Transdev employees in excess of the local hiring requirement. The expiring contract has been extended well beyond the initial term and has expanded in scope. The current term and value of the contract, if the extension is approved for the transition period will exceed \$99 million dollars. While many of the activities cited by Transdev and the protests are to be commended and the City -- the City is required to competitively bid this contract and cannot award a contract based on our relationship, no matter how long standing. For these reasons, I recommend that the Board of Estimates reject the protest and award the contract as recommended. We hope that despite this recommendation, Transdev will negotiate transition activities in good faith to ensure that all residents of Baltimore get the medical services they need, thank you."

President: "Okay."

Ms. Barrolle: "Thank you, Mr. President. First as a preliminary matter I'd like to uh -- introduce the individuals that have since walked uh -- behind me. We have Mr. Ron Owens of L&D Holdings of

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America, Mr. Mark Joseph the Chief Development Officer for Transdev, Mr. Dwight Kines the Regional Vice President for Transdev, Ms. Arlette Whitley the General Manager for Transdev, and Mr. Navin Dass who is also a General Manager. With respect to uh -- the position that we've taken in this matter, I would like to be clear first on what we are not seeking and then return to what we are. So, initially I would say it is not the position of Transdev that they are entitled to the contract as an incumbent. It is not the position of Transdev that the solicitation should not have been competitively bid. The position that we are taking is essentially threefold. Returning to the request for bids. We're highlighting that one of the parameters or the ah -- potential considerations or basis upon, which the award should be made is the concept of which entity provides the best value. Best value is written into the RFP as a standard that is distinct and apart from the question of the technical score -- scores excuse me, as well as from the pricing component and that's what we really want to highlight. Transdev being the incumbent does not create an entitlement per se, again that's not our position. However, we

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want to show what it does do. Number one, the continuation of services we believe adds value. The established relationship that Transdev has with its sub-contractors as well as other entrepreneurs jobs create -- jobs created, individuals for whom those jobs have been created in Baltimore adds value. We also take the position that uh -- best value can be established by the continuity of its uh -- software and its other ah -- aspects of ah -- ope-- operation that are already in place. That's not about entitlement, is just about efficiency and there's a value that we believe is added to that and could be calculated as a measure of best value. In addition to that, uh -- we -- as we highlighted in our protest, we believe that there should be some consideration given to goodwill that's been established between the City and Transdev. Because there were times when Transdev was willing to continue working, notwithstanding a need for transition, when there were issues with the Department of Health. So, we believe that that's something that the City should consider the nature of the entity that it's doing business with and the willingness of that entity to go above and beyond even what has been called for

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in contracts. And it's our position that there have been good reports of the operation of Transdev, that there have not been complaints with respect to its performance. Turning to the proposed awardee Hart to Heart, our position again starting with it is not, and with -- what it is. It is not that Hart to Heart is automatically or should be automatically uh -- disqualified on the basis of the pending investigation. However, we would take the position that it's worth significant weight, to transition from an entity within known record, known relationships, known contributions and dedication to the City, to an entity that on the other hand does not have that experience yes, and also has that specter of impropriety on account of the investigation. That's not our position saying that they -- that there has been a final conclusion we admit readily that there has not been. But again everything being weighted we think that Transdev should come out ahead as the entity that offers the best value uh -- to the City."

President: "Erin?"

Mayor: "Any -- Any response?"

President: "I mean um -- yeah --"

City Purchasing Agent: "I -- I --"

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President: "Where citing their um -- experience um -- does this other company have the level of experience to uh -- continue you know the services that the citizens are accustomed to?"

City Purchasing Agent: "Um -- hmm and experience was a major factor in this and while the City has had a contract with Transdev for a very long time they did not achieve the highest technical score of which experience was included. Their experience is great, however, it doesn't give them a high enough score to outweigh the \$16 million additional um -- pricing and they -- their score was very similar to Hart to Heart. So, experience was definitely taken into account."

President: "Okay, um -- any further?"

Ms. Barrolle: "Yes, just respectively, we underscore that if technical scoring and price were the only factors to be considered, then there would be no need for the provision providing for best value. That has to mean something different, additional beyond just pricing and beyond just technical scoring. And so our position is that, Transdev meets the overall best value for the City with respect to its continued service and it is perhaps a -- a

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subjective matter I -- I will not argue that in terms of how to weigh pricing versus how to weigh technical considerations and the best value. But it seems that there really isn't a response to the aspect regarding the goodwill, regarding all of the relationships and jobs that have already been included and that goes beyond just a question of experience. We're saying more than that, and if I could have your indulgence for just one moment. Uh -- I believe that the Chief Development Officer for Transdev would like to speak just briefly, personally about some of those relationships and what they have done in the City, uh -- in a way that may not be exactly expressed in -- in the protest letter, if Mr. President will allow that briefly? Thank you, sir."

Mark Joseph: "Good morning, good morning Madam Mayor, Madam Comptroller, Mr. President. Mark Joseph with Transdev. We've been part of this community for over a hundred years and I uh -- want to just react to the comments about expecting this contract and being entitled to this contract. We compete all over the country and we've been successful in competing all over the country and carrying ourselves in a very transparent manner. I'm sorry that

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We're here, late and I'm sorry that we don't have a lot of the answers to the questions that have been raised in terms of this bid. I can tell you that what I'm very proud of and one of the reasons why I'm here, is because we have a track record of being part of this community. And the case of this procurement there's a 6% requirement for MBE and WBE participation in the current contract there's a 17% requirement it's been reduced to 6% under this bid. Currently we have 21% participation and I'm here in part on behalf of our partners who are doing an excellent job, who are part of that 21%, exceeding the requirements of this current procurement. As far as the costs are concerned in this bid, the costs in this business are very transparent. We should look at what the labor costs are, we should look at what the insurance costs are, the maintenance costs and all the other costs and have a FOIA that can determine where these costs are and where these cost differences are. There's currently an investigation with regard to a Medicaid fraud. There's a company that is just finding a location in Baltimore City, doesn't have one, and has been operating in Harford County with a lot of promises on what they're

MINUTES

going to do. Let's -- my -- my uh -- request if possible is to defer this. Investigate this, look at both sides, look at our numbers, look at theirs, look at the MBE requirements and see how we can protect the partners who provide the service who live and work in this City. Not with promises, but with actual performance. Thank you very much."

City Purchasing Agent: "The recommended awardee Hart to Heart actually offered to exceed the goals of six and three percent. Both in -- they offered to exceed the goals in the sub-contracting and the local hiring goals on their own. Um -- so, they offered to exceed 20% for MBE's WBE's and 70% for local hiring, and they opened a facility locally because it -- it makes sense to have your transportation activities in, um -- the location where you're working. Um -- so, I would also like to point out that one of the reasons uh -- that Transdev was helping the City while there was no contract is because they were actively working against us replacing their contract. So, while I appreciate that they continued service without the contract uh -- I don't believe it was done solely to benefit the City, but to maintain what was at the time an \$11 million dollar a year contract."

MINUTES

President: "Okay. Well I want to um -- put on the record that you said you're going do 70%. Um -- Baltimore City --"

City Purchasing Agent: "70%, yes that is and we put that in the Board memo."

President: "Okay, it's in the Board memo."

City Purchasing Agent: "We also offered in -- in the memo --"

President: "20%, okay."

City Purchasing Agent: "20% and we offered to um -- after the initial transition period to uh -- make a report to the Board and that's also in my memo."

President: "Okay. And we got to make sure -- how much for a MBE?"

City Purchasing Agent: "I'm sorry?"

Comptroller: "How much for a MBE? You said 20%?"

City Purchasing Agent: "So the -- the -- the their goal sheets meet the six and three but in their proposal they said 20% MBE/WBE and -- and uh -- small business."

President: "And -- and we can hold them to that? Okay and there should be penalties in place, if they don't reach those."

MINUTES

City Purchasing Agent: "Correct."

President: "Okay."

City Purchasing Agent: "So, we will be making a report."

President: "I entertain the motion."

City Solicitor: "Mr. President, the -- the Motion is that we reject the protest as unfounded and approve the recommendation of Procurement."

Comptroller: "For Hart to Heart."

City Solicitor: "That's the motion and award the contract."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed NAY. The motion carries."

City Purchasing Agent: "Thank you."

President: "Thank you."

* * * * *

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Procurement - cont'd

- | | | | |
|----|--|---|--------------|
| 2. | B50005225, Rental &
Service of Portable
Chemical Restrooms | The Good Shepard
Septic Service,
Inc. | \$400,000.00 |
|----|--|---|--------------|

(Department of Recreation and Parks)

MBE/WBE PARTICIPATION:

On December 27, 2017, it was determined that no goals would be set because of no opportunity to segment the contract.

MWBOO GRANTED A WAIVER.

- | | | | |
|----|--------------------------------|-------------|---------------|
| 3. | B50005413, Refuse
Compactor | Jesco, Inc. | \$ 869,482.63 |
|----|--------------------------------|-------------|---------------|

(City-wide)

MBE/WBE PARTICIPATION:

On May 15, 2017, MWBOO determined that no goal would be set because of no opportunity to segment the contract. This is a commodity purchase from an authorized dealer who is required to provide associated pre-delivery inspection and warranty repairs.

MWBOO GRANTED A WAIVER.

- | | | | |
|----|--|---|----------------|
| 4. | B50005360, Underground
Utility Locating
Services | Pro Comm Engineering
& Locating Services,
LLC | \$1,495,000.00 |
|----|--|---|----------------|

(Department of Public Works)

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**Bureau of Procurement - cont'd**MBE/WBE PARTICIPATION:****MWBOO SET GOALS OF 6% MBE 3% WBE.**

MBE: Green Job Works, LLC	\$160,000.00	10.7%
----------------------------------	--------------	-------

WBE: Acorn Supply & Distribution, Inc.	\$ 29,900.00	2.0%
--	--------------	------

MWBOO FOUND VENDOR IN COMPLIANCE.**A PROTEST WAS RECEIVED FROM NILES BARTON & WILMER, LLC ON BEHALF OF ONE CALL CONCEPTS LOCATING SERVICES, INC.****A SUPPLEMENTAL PROTEST WAS RECEIVED FROM ONE CALL CONCEPTS LOCATING SERVICES, INC.****A PROTEST WAS RECEIVED FROM SUBSURFACE UTILITY, LLC.**

Matthew J. Youssef

Direct (410) 783-6357

Fax (410) 783-6452

Email mjyoussef@nilesbarton.com

*Admitted to practice in Maryland, Virginia,
Washington, DC & New York*

June 26, 2018

VIA HAND DELIVERY

Ms. Bernice H. Taylor
Deputy Comptroller and
Clerk to the Board of Estimates
City of Baltimore Board of Estimates
Room 204 City Hall
100 North Holiday Street
Baltimore, Maryland 21202

RE: BID PROTEST

Solicitation Title: Underground Utility Locating Services
Solicitation Number: #B50005360 ("Solicitation")
Department: Bureau of Procurement
Bid Open Date: April 25, 2018
Agenda: June 27, 2018
Protesting Offeror: One Call Concepts Locating Services, Inc. ("OCCLS")

Dear Ms. Taylor:

This firm represents One Call Concepts Locating Services, Inc. ("OCCLS"). Enclosed with this correspondence is a copy of the Protest filed by OCCLS on May 29, 2018. This Solicitation has been placed on the Board of Estimates' Agenda for June 27, 2018. In the interest of brevity, OCCLS incorporates by reference the previously filed protest as if set forth fully herein.¹

In supplement to its previously filed Protest, OCCLS reasserts its concern that Pro Comm is not a "Responsible" bidder that "has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified..." in the Solicitation.

¹ Please also note, OCCLS is located at 7223 Parkway Drive, Hanover, Maryland 21076. Its telephone number is (410) 712-0202, but we would ask that all communications be directed through our office as to this Bid Protest. OCCLS is protesting the anticipated award of Solicitation Number #B50005360 ("Solicitation") issued by the Bureau of Procurement (with Mukesh Vasavada as the buyer) to Pro Comm Engineering & Locating Services, LLC ("Pro Comm").

Board of Estimates
Bid Protest
#B50005360
June 26, 2018
Page 2 of 3

commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified..." in the Solicitation.

The City of Baltimore is unique in the locating industry in that it bills excavators for the locating services the excavators request. This requires the Offeror to submit each month an exacting technical report to the City's Billing office so that it can issue the requisite invoices to the excavators to be billed for the services the excavators request. Adding to the complexity of this issue, however is that not all requests are billable, only certain excavators that are not exempt may be billed. In order for OCCLS to comply with these billing requirements, it took two years to design customized proprietary software specially programmed to ensure each locate request is submitted back to the City for billing. This software is proprietary and subject to restrictive licensing agreements.

While such software could, in theory, be re-designed for a new bidder, the timetable for Pro Comm to do so under the present Solicitation and contemplated award is nonexistent. Based on its twenty plus years of experience providing locating services to the City of Baltimore, OCCLS raised this technical issue during the bidding process and was told by the procurement officer that such issues would be considered during the bid review, nonetheless, Pro Comm's bid submission is silent on this issue and with thousands of locate requests being submitted each month, there are millions of dollars in city revenue at risk.

While Pro Comm's bid is \$46,750 less than OCCLS, their inability to comply with the city's billing requirements is likely to have a multi-million-dollar effect on the City's revenue. Because Pro Comm is unable to meet these technical requirements, the City of Baltimore will be unable to bill the appropriate excavators.

The only Responsive and Responsible bidder for this Solicitation is One Call Concepts Locating Services, Inc., and it respectfully requests that the Board of Estimates reconsider the Bureau of Procurement's recommendation, which fails to take into account the complex billing issues not addressed by Pro Comm or the other offerors.

Sincerely yours,



Matthew J. Youssef

Enclosed – *OCCLS Bid Protest from May 29, 2018 resubmitted as if stated in full herein.*

Board of Estimates
Bid Protest
#B50005360
June 26, 2018
Page 3 of 3

cc: City Purchasing Agent
Bureau of Procurement
7 E. Redwood Street, 10th Floor
Baltimore, MD 21202

4821-1217-2139, v. 6

Matthew J. Youssef

Direct (410) 783-6357

Fax (410) 783-6452

Email mjyoussef@nilesbarton.com

*Admitted to practice in Maryland, Virginia,
Washington, DC & New York*

May 29, 2018

VIA HAND DELIVERY

Ms. Bernice H. Taylor
Deputy Comptroller and
Clerk to the Board of Estimates
City of Baltimore Board of Estimates
Room 204 City Hall
100 North Holiday Street
Baltimore, Maryland 21202

RE: **BID PROTEST**

Solicitation Title: Underground Utility Locating Services

Solicitation Number: #B50005360 ("Solicitation")

Department: Bureau of Purchases

Bid Open Date: April 25, 2018

Protesting Offeror: One Call Concepts Locating Services, Inc. ("OCCLS")

Dear Ms. Taylor:

This firm represents One Call Concepts Locating Services, Inc. ("OCCLS"), which is located at 7223 Parkway Drive, Hanover, Maryland 21076. Its telephone number is (410) 712-0202, but we would ask that all communications be directed through our office as to this Bid Protest. OCCLS is protesting the anticipated award of Solicitation Number #B50005360 ("Solicitation") issued by the Bureau of Procurement (with Mukesh Vasavada as the buyer) to either Subsurface Utility, LLC ("Subsurface") or Pro Comm Engineering & Locating Services, LLC ("Pro Comm").

OCCLS, the current service provider since 1992, respectfully wishes to bring to the Board of Estimate's attention a situation that may have significant and very negative implications to the protection of the City's critical utility infrastructure and the City's ability to fund this program. In particular, OCCLS relies on custom-designed proprietary software to convert the number of locate requests it services each month into a format that allows the City of Baltimore to timely invoice those locate requests. None of the other bidding entities has any access to the necessary software, nor do they address this deficiency in their bids. Without this proprietary software, the City of

Baltimore will be unable to invoice for these locate requests and the costs of the locates will not be recovered. Without funding, the City of Baltimore will not be able to procure the locates to protect the City's critical utility infrastructure.

Furthermore, it must be noted that neither Subsurface nor Pro Comm have the experience or expertise necessary to fulfill the terms of this Solicitation. To ensure continuity of critical infrastructure services, the Board of Estimates should not award this Solicitation to either Subsurface or Pro Comm.

I. Identification and Purpose of Solicitation

This Solicitation was issued to establish a contractual source to provide services for the Underground Utility Location and related work on an as needed basis in accordance with Federal and State of Maryland laws, codes and regulations for the Department of Public Works or any other agency of Baltimore City. The successful bidder will service location requests throughout Baltimore City for all vital utilities including Sanitary Sewer System, Water Distribution Systems, Electrical Conduits and Direct Burial Cables, and the Fiber Optic Ring. Fulfillment of these services for the City of Baltimore includes 24/7 seamless coordination with the One Call Center, and several agencies within the City, including the billing department.

On April 25, 2018, the Board of Estimates opened and read publicly the bids submitted for RFP #B50005360 - Underground Utility Locating Services ("Locating Services"), which revealed four bidders:

- (1) Pro Comm Engineering & Locating Services, LLC (Bid Amount: \$1,495,000.00)
- (2) One Call Concepts Locating Services, Inc. (Bid Amount: \$1,541,750,000.00)
- (3) Pinpoint Underground, LLC (Bid Amount: \$1,870,000.00)
- (4) Subsurface Utility, LLC (Bid Amount: \$1,251,600.00)

Later the same day, the bids were available for public inspection.

II. Applicable Portions of Solicitation

SW4. BID RESPONSIVENESS & RESPONSIBILITY

A. A Bidder is considered 'Responsive' if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in the prescribed format (including electronic response if

required). See the instructions, forms and checklist in Section B, below.

B. A Bidder is considered 'Responsible' if it has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, in accordance with all of the terms and conditions, as will be determined by the City.

C. Anyone bidding on this solicitation shall be able to clearly demonstrate, at the time of the bid submission, that they have been, and remain, in the primary business of such services/items as required in this solicitation for a minimum period of three years, and have the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract

DS2. DETAILED SPECIFICATIONS:

A. The scope of work will encompass all aspects of providing technical services to locate and mark underground pipes and other underground facilities for City of Baltimore for the purpose of safeguarding Sub-surface Facilities from excavation damages in accordance with the provisions of Maryland Underground Facilities Damage Prevention Law.

B. Contractor will receive and respond as required, to all excavation notices and provide such temporary markings and protection as may be required. Such protection shall include painting, flagging or staking the horizontal location of underground facilities in accordance with current marking standards of the American Public Works Association. Contractor shall provide all circuits and equipment required to receive requests from the City's One Call Center.

(1) The Contractor shall supply to the City, all software necessary to access Applicant's Request Ticket/Request For Investigation, refer as "RTI" information from the Contractor's computer system.

(2) The software must allow the City to view and print work records associated with RTI, print RTI by any readable field on the RTI, and have access to all current and archive data.

(3) The Contractor shall install communications software in the City's computer that will enable access to the

Contractor's computer system. The software will be installed at no charge to the City, and adequate training for City personnel will also be offered at no charge. All hardware associated with this requirement for use by the City will be supplied by the City.

(4) The Contractor shall, on a monthly basis, deliver to the City in a format agreeable to the City, name, address and jurisdiction (Baltimore City, Baltimore County or Anne Arundel County) information on requesters of the utility locates and field markings for the purpose of billing by the City.

III. Grounds for Protest

Two of the four Offerors are not Responsible Bidders as defined by the Solicitation. Exhibit A., #B50005360, SW4.B-C, p. 4. Both Subsurface and Pro Comm lack the objective and subjective prerequisite experience. In pertinent part, subsection B requires that Bidders have “the experience and the capability... To provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein...” Id.

Subsection C provides an objective standard for such experience requiring that “[a]nyone bidding on this solicitation shall be able to clearly demonstrate, at the time of the bid submission, that they have been and remain, and have the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract.” Id.

(A) Both Subsurface and Pro Comm lack objective experience to fulfill the terms of the Solicitation.

While Subsurface’s lack of experience is truly unique in that it has no experience whatsoever in servicing locate requests in Maryland, Pro Comm has fewer locate requests over the past three years (142,167) than OCCLS has done for the City of Baltimore each year for the past three years, with the lowest number of locates occurring in 2015 at 158,935 and a high in 2017 of 191,968. With locate requests being the underlying purpose of the Solicitation, Subsurface and Pro Comm’s lack of experience is troubling, and both are unqualified for the demand and rigors of the services needed by the City. As should be evident, the protection of underground utilities not only prevents damage to the utilities themselves, but also to the protection of the residents of the City of Baltimore. The State of Maryland has enacted legislation to assure this protection, establishing the Maryland Underground Facilities Damage Prevention Authority to ensure compliance with the One Call System. The importance of this legislation is self-evident, as the Solicitation makes explicit reference to it.

First, Subsurface was only incorporated on March 15, 2018. Exhibit B, Articles of Organization. Its principal place of business is in a residential neighborhood, and there is no evidence that it has previously engaged the services contemplated in the Solicitation. As such, Subsurface fails to meet the requisite requirements of being “in the primary business of such services/items as required in this solicitation for a minimum period of three years.”

Further, perhaps of graver concern to the protection of the City of Baltimore, its residents, and its essential utility services, Subsurface has never received a ticket from the Miss Utility Notification Center. Exhibit C, Public Information Act Request to Miss Utility. Having no experience in the business and having never participated in the One Call System, it begs the question as to how Subsurface meets the minimum requirements set forth in the Solicitation.

Second, Pro Comm, while an existing company, has never performed the tasks contemplated by the Solicitation on the municipal level. Pro Comm’s locate requests to Miss Utility demonstrate sporadic service requests on a limited basis. To place this lack of experience in an objective context: In 2017, Pro Comm sought 57,155 telecommunication locates throughout the State of Maryland. OCCLS sought over 351,663 locates for a number of utility systems.¹

More important than the six-fold discrepancy between Pro Comm and OCCLS is the type of locate requests with which Pro Comm has experience, compared to the scope of locate requests anticipated by this Solicitation. Specifically, the Underground Utility Location services needed by the City include Sanitary Sewer Systems, Water Distribution Systems, Electrical Conduits and Direct Burial Cables and the Fiber Optic Ring. A disruption of any of these services could lead to serious health and safety issues.

Under the terms of the Solicitation, neither Subsurface nor Pro Comm are Responsive Bidders and an award of this critical infrastructure Solicitation to either entity should not be permitted.

(B) Both Subsurface and Pro Comm lack the technical capacity to perform.

In addition to Subsurface’s failure to meet the basic objective experience requirements in the Solicitation, both it and Pro Comm fail to demonstrate their respective ability to comply with the technical requirements in Section DS2 of the Solicitation. In particular, Subsection B(4) of DS2 requires that the Offeror, “on a monthly basis, deliver to the City in a format agreeable to the City, name, address and jurisdiction (Baltimore City, Baltimore County or Anne Arundel County)

¹ OCCLS has over twenty (20) years of locating experience across a wide spectrum of underground utility systems, Pro Comm’s limited experience relates only to telecommunication locates.

information on requesters of the utility locates and field markings for the purposes of billing by the City.”

To satisfy contractual requirements, OCCLS provides the City of Baltimore with a custom report via XML output. OCCLS then loads this information into a custom application that was written in conjunction with the specific requirements agreed upon with the City of Baltimore. The manipulated output is provided to the City of Baltimore monthly for the City of Baltimore to invoice excavators for locate requests. This means that for each locate request to the City for one of its critical underground infrastructure, the ticket needs to be converted from the format provided by Miss Utility into a text only list compiled each month to permit the City to invoice the appropriate parties. The report, mandated by the city, is exacting in its requirements and identifies the ticket number, the address of the locate, the entity requesting the locate, their point of contact and address along with the billing code assigned by the City of Baltimore. This conversion process occurs thousands of times a month and is highly technical. It requires proprietary software and is a necessary component of providing this service to the City. No other bidder has the technical capacity, experience, or necessary software licensing to submit these invoices timely and properly.

OCCLS is the only offeror that has the technical capacity and software licensing to address this technical (and critical) contractual obligation and capacity to perform. No other bidder has addressed how they plan to comply with or access the information needed to satisfy this Solicitation. In its absence, the City of Baltimore will be left with no technical capacity to collect the sums from contractors seeking locate requests that will be needed to fund the services identified in the Solicitation. Without this technical capacity, the City of Baltimore, its residents and essential utility services are at risk of damage because the locate requests will have no way of being invoiced and the services will be at risk because locates will not be funded. This is not the type of service that the Solicitation sought, nor does it evidence an intention to comply with the Maryland Underground Facilities Damage Prevention Authority to ensure compliance with the One Call System, as specifically required.

Some of these concerns were raised by OCCLS during the bidding process and OCCLS was advised that the City of Baltimore would consider the technical aspects in its evaluation of bids. It is clear now from the prospective bidders and their applications, OCCLS is the only bidder even aware of this technical requirement and the only one able to meet the City’s requirements.

IV. State of Harm

While the protest process involves the need to articulate the harm to OCCLS, it cannot be overstressed that the award of the Solicitation to a non-responsive bidder places more persons and property at risk of harm than simply OCCLS. As the public policy of the State of Maryland evidences, the protection of underground utilities is necessary to protect lives and property,

including the lives of those employees of OCCLS who live in the City of Baltimore. Awarding the contract to an inexperienced, non-responsive and technically incapable contractor places many at risk of harm.

OCCLS will be harmed to the extent that it is the only qualified, responsive and responsible bidder with local experience, especially and specifically with the needs of the City of Baltimore in mind. OCCLS was the sole responsible bidder to this Solicitation. OCCLS saves the City considerable money every day by performing its services as required, as promised, and in accordance with all laws and regulations, and provides the City of Baltimore with the means and methods of invoicing contractors for the locate requests. The loss of this contract work would result in the loss of more than one hundred (100) years of combined locating experience represented by its many long-term employees, some of whom are Baltimore City residents. Further, should the City award this Solicitation to another Offeror without the necessary technical capacity, the City could be unable to bill the necessary parties for the location service requests.

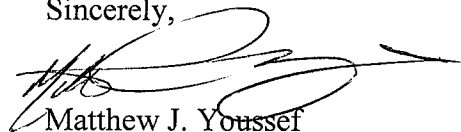
If the City awards this Solicitation to an unresponsive and unqualified bidder it not only risks incurring significant revenue losses due to an inability to bill for such services as well as risking the stability of its critical underground infrastructure systems.

V. Relief Requested

Once again, OCCLS was the sole qualified, responsible and responsive bidder for this solicitation. It provides the vital information to the City of Baltimore to allow the City to bill and recover a significant portion of the annual Operating Budget expenditure. There has been no other Offeror able to provide this same level of service. As the incumbent with so many years of quality service to the City and the only responsive bidder, OCCLS request that this contract be rightfully awarded to One Call Concepts Locating Services, Inc.

We appreciate your consideration of this request.

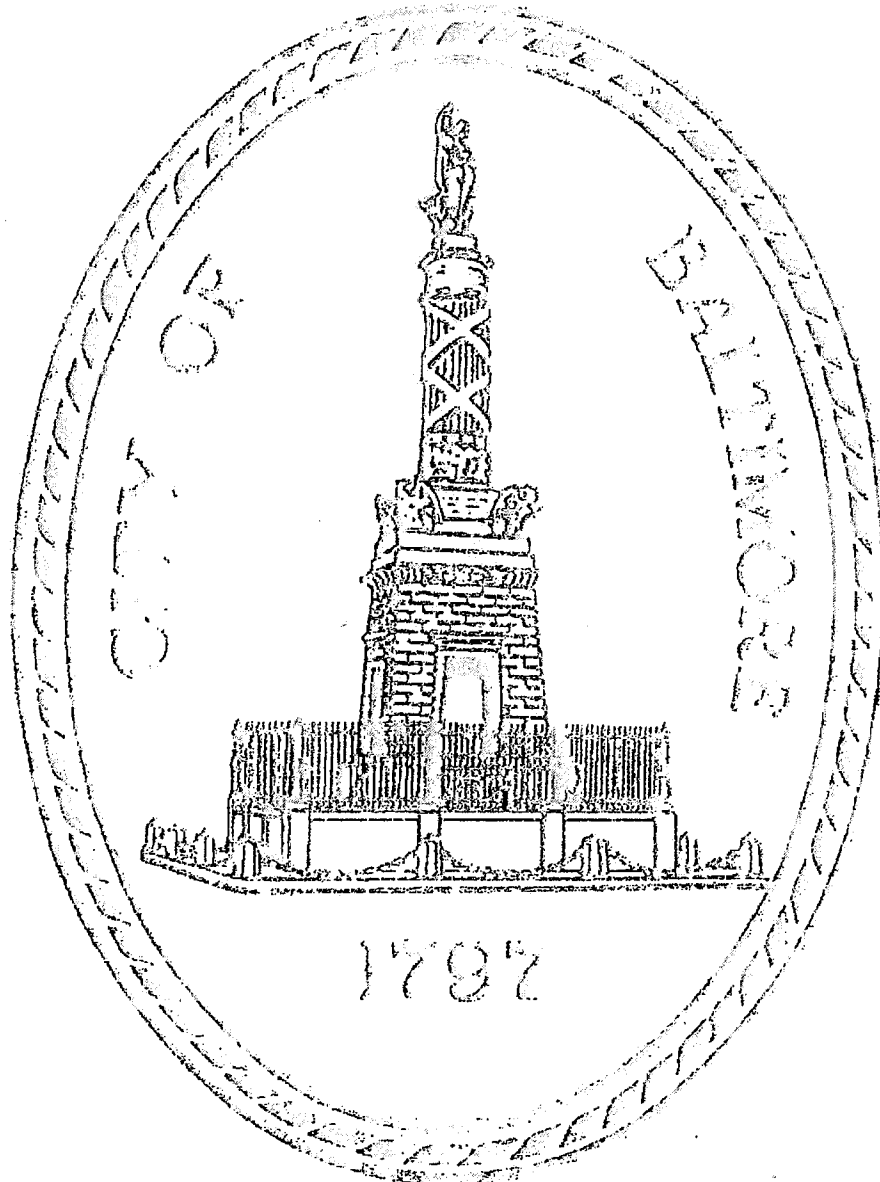
Sincerely,



Matthew J. Youssef

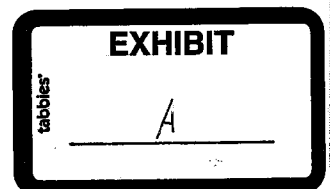
cc: City Purchasing Agent
231 East Baltimore Street, Suite 300
Baltimore, Maryland 21202

**City of Baltimore
Department of Finance
Bureau of Procurement**



Any questions concerning this solicitation should be directed immediately to the buyer named below.

Mukesh Vasavada, CPPO, Engineer Supervisor
Department of Finance, Bureau of Procurement
7 E. Redwood Street, 10th Floor
Baltimore, MD 21202
Phone: (410) 396-5711
Fax: (410) 396-1822
Email: Mukesh.Vasavada@baltimorecity.gov



Important Notice to Vendors

Regarding Registration as a Requirement for Bidding

- Anyone wishing to submit a bid or proposal must first be on the official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this solicitation.
- To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.
- To register go to www.baltimorecitibuy.org and click on the "Register" link above the log in box.
- *Bids / Proposals submitted by vendors who are not on the official bidder list will be returned as non-responsive.*

B50005360 – Underground Utility Locating Services – Due: 4/25/2018

Solicitation

Sealed bids or proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Board of Estimates

for furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

Board of Estimates c/o Office of the City Comptroller
Room 204, City Hall, 100 North Holliday Street
Baltimore, Maryland 21202

and will be publicly opened by the Board of Estimates on the date and at the times indicated below.

Late submissions will not be accepted.

MINORITY PARTICIPATION REQUIREMENT	Goals are set at 7% MBE and 3% WBE
BID BOND	None required
PERFORMANCE BOND	None required
PRE-BID MEETING DATE & TIME	On April 3, 2018 at 10:00 AM
DUE DATE & TIME	Wednesday April 25, 2018 at 11:00 A.M. EST.
PUBLIC OPENING DATE & TIME	Wednesday April 25, 2018 at 12 Noon EST.

Approved For Legal Sufficiency
Assistant City Solicitor

Erin Sher Smyth, Esq., CPPO
City Purchasing Agent

Statement of Work

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SW1. SCOPE OF WORK:

A. The purpose of this solicitation is to procure the lowest price for the City of Baltimore (City) in accordance with specifications and documents contained herein for acquiring services to perform the Underground Utility Location and related work on as needed basis as further described in the Detailed Specifications section of this solicitation.

B. The Contractor shall provide and pay for all labor, materials, vehicles, parts, equipment, delivery, travel, lodging, employee payroll and benefits, and all other supplies and services necessary for and reasonably incidental to furnishing the products or services specified herein, except where otherwise specified as being the responsibility of the City.

C. This is a requirements type contract. Goods or services will be ordered on an as-needed basis over time. OR This is a one-time firm order. The City reserves the right to order additional products/services at stipulated contract prices for one year after Solicitation Opening.

D. Refer to the Detailed Specifications section of this solicitation for product/service requirements and details.

E. Also be certain to download any Attachment(s), or addenda as posted on CitiBuy, which must be taken and considered together with this solicitation, and which are considered a part hereof, the same as if specifically written herein. To ignore or overlook the attachment(s) may result in rejection of the bid submission.

SW2. TERM OF AGREEMENT:

A. Effective Date. Upon approval of the City Board of Estimates, the initial term of this contract shall begin on the specific date directed by the City Board of Estimates or, in the absence of a specific date, on the date the Board approved the award.

B. Expiration Date. The term of this contract shall expire on the specific date directed by the City Board of Estimates or, in the absence of a specific date, three (3) years from the date the Board approved the award.

C. Renewals: The Contract shall contain an option to renew on the same terms and conditions for two (2) additional one-year terms at the sole discretion of the City.

D. The City reserves the right to enter into additional contracts near the date of expiration to ensure continuity of service provided to the City. Purchase orders may overlap by as much as six months.

SW3. METHOD OF AWARD:

A. Award, if made, will be made to the responsive and responsible Bidder meeting the specifications, terms and conditions.

B. The City of Baltimore requires all Vendors to have an approved authorized procurement document (i.e.: Purchase Order, Term Contract, Blanket Purchase Order, Purchase Agreement & etc.) in possession prior to providing and delivering any goods or services. Entering into contracts and agreements "verbally" is prohibited. Any vendor who

delivers goods and/or performs services to the City without an approved authorized procurement instrument does so entirely at its own risk, and faces the possibility of not being paid.

C. Following award, the awardee shall execute other contract closing documents such as an 'Agreement', and provide a current valid, 'Certificate of Insurance', etc., as required, and in accordance with Section GC23.

SW4. BID RESPONSIVENESS & RESPONSIBILITY

A. A Bidder is considered 'Responsive' if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in the prescribed format (including electronic response if required). See the instructions, forms and checklist in Section B, below.

B. A Bidder is considered 'Responsible' if it has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, in accordance with all of the terms and conditions, as will be determined by the City.

C. Anyone bidding on this solicitation shall be able to clearly demonstrate, at the time of the bid submission, that they have been, and remain, in the primary business of such services/items as required in this solicitation for a minimum period of three years, and have the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract

D. Bidders are instructed to adhere to and follow all instructions in the Submission Instructions in Pt. 2 (separately attached).

SW5. ADDITIONAL AWARD CONSIDERATIONS:

A. Bidder Qualifications and Capacity:

1. The City may make such investigations as it deems necessary to determine the ability and responsiveness of the bidder to perform the work required by this solicitation, and the bidder shall furnish to the City all such information requested for this purpose.

a) However, failure by the City to discover, or even attempt to discover, any inability of the bidder shall in no way excuse poor/non-performance by the contractor, nor shall it diminish the City's right to find the contractor in breach of the contract due to poor/non-performance as specified elsewhere herein under Section GC32.

2. The City reserves the right, at its sole discretion, to contact all references offered by the bidder with no further permission from the bidder, and to follow-up on other reference leads generated.

3. The Board of Estimates for the City of Baltimore reserves the right to reject the offer of any bidder that the City determines is not qualified or desirable due to information discovered as a result of the bidding and evaluation process, or by some other credible source or method other than through the evaluation criteria set forth herein, or if the City determines that a conflict of interest exists.

B50005360 – Underground Utility Locating Services – Due: 4/25/2018

4. The City of Baltimore reserves the right to reject the offer of any bidder that has a significant outstanding debt to the City of Baltimore.

5. The City reserves the right to reject all bids and to cancel this Solicitation requirement, or to revise the detailed specifications and issue an addenda or a new solicitation if the City determines at its sole discretion that for any reason, rejection, amending, cancellation, or re-solicitation is in the City's best interest.

SW6. PRICING:

A. Refer to the Bid Price Sheet in Section B.

B. Each bidder shall include unit and/or extended bid prices on the bid page(s) as required thereon.

C. All original unit prices for this Contract shall remain firm and fixed for the full contract term, including renewals thereto, unless an escalation or adjustment clause is included herein. Refer to paragraph entitled "Price Escalation".

D. Delivery costs shall be included in all bid pricing.

E. No other costs such as fuel charges, material fees or miscellaneous charges may be added.

F. Cash Discount:

1. Any Cash Delivery/Payment Discount, such as 2%-20 Net 30, will be applied at the time of payment.

2. Cash Discount(s) offered will only be used for breaking a tie bid. Minimum terms will be Net 30.

G. All of the quantities and/or dollar estimates stated herein and/or on the Bid Price Sheet(s) are quantities only for the sole purpose of equal competitive bidding, evaluation and award, and are in no way, either expressly or implied, to be considered as guaranteed amounts.

H. These unit prices shall cover the cost of all tools, labor, loading and unloading transportation, demurrage, delivery, material, as well as all royalties for patents, patented articles, materials, appliances, processes, compositions, combinations, technical on-site consultation, if necessary, special equipment/services, demurrage costs, means, and things used in connection with providing the requested products and services to City Agencies under this contract.

I. The City will pay, and the Contractor shall accept, the applicable unit and/or total price stipulated in the specifications and bid sheet attached hereto as full compensation for furnishing and delivering the product(s)/service(s).

J. A Purchase Order(s) will be issued by the City or a blanket purchase order and/or order release(s) will be issued by the City, against which, the City will place orders from time to time as requirements develop against which the City will place orders.

K. In the event of a discrepancy between a unit price(s), and/or the total prices, the unit prices shall prevail, and the total prices will be adjusted accordingly.

L. All bid submissions, including bid prices, shall remain fixed and good for a period of not less than 90 days following the bid opening

SW7. PAYMENT SCHEDULE:

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A. A Purchase Order(s) will be issued by the or master blanket purchase order will be issued by the City, against which the City will place orders and make payments from time to time as requirements develop. You will receive your purchase order or master blanket purchase order by email, from CitiBuy (the City's online system). This provision adds to the terms and conditions of the General Condition of Bid, Proposal and Contract (See Pt. 2).

B. Vendors must have a release purchase order from a master blanket purchase order, in hand prior to accepting orders. The City does not issue verbal purchase orders. Any vendor who performs services without an approved authorized procurement instrument does so entirely at its own risk and faces the probability of having payment delayed or denied.

C. To submit an invoice to the City for goods or services that your company has provided, follow these guidelines to ensure timely payment.

1. Submit the invoice to either of the following:

a) Mail the invoice to: Bureau of Accounting & Payroll Services 401 E. Fayette Street, 5th Floor Baltimore, MD 21202

b) E-mail the invoice to: City-Payables@baltimorecity.gov (Email Link)

2. Place the Purchase Order (PO) number on the invoice. Master Blanket contract PO's begin with the letter P followed by six numbers, a colon, and a release number (e.g. P123456:123).

D. Provide the receiving City Agency's Name and Address on the PO for the goods or services provided on the invoice (example: Department of Transportation, or Department of Public Works).

E. Ensure that the information on the PO matches the information on the invoice including, but not limited to, prices or quantities of goods provided to the City.

F. The Contractor shall prepare and submit a separate invoice for each product shipment or service provided. Refer also to Section 'Detailed Specifications' for additional job ticket and invoice instructions. Each invoice shall include as a minimum:

1. The contract and purchase order numbers;

2. The delivery location;

3. The itemized unit price as provided in the bid sheet;

4. If design services were provided, the name & title of person(s) that performed the service, the number of hours, and the hourly rate per the price sheets for each person or service as described herein;

5. Total combined cost of all items and services provided;

6. Signature and date.

G. If a contractor must pay to the City, any payment(s) to the Mayor and City Council or any of its Departments, Agencies, Boards or Commissions due under the terms of this agreement shall be made to "Director of Finance" and be mailed or delivered to:

Director of Finance, Collections Division
Room One, Abel Wolman Municipal Building
200 N. Holliday Street

Baltimore, MD 21202

Wiring instructions may be obtained from the Bureau of Treasury Management at 410-396-3744 or 3745.

SW8. PRICE ESCALATION:

A. Bid Price escalation/adjustment requests, if submitted, must be received by the City no less than sixty (60) days prior to the end of the first term of the contract, and any subsequent one-year contract term thereafter. Contractor shall show, with adequate supporting documentation as determined by City, that the requested increase is general in scope, and not specific to the City.

B. The City of Baltimore may accept or reject any unit price adjustment request either in whole or in part. The acceptance or rejection shall be in writing prior to any price adjustment taking effect.

C. If the City rejects the contractor's price adjustment request, the contractor may first appeal to the City Purchasing Agent and, if unsuccessful, either continue the contract under existing pricing or request that the City of Baltimore terminate the contract and reissue a solicitation, but shall not, on its own, terminate or discontinue providing the product or service until approved by the City.

D. Prices for the first contract term shall remain firm and will not be covered by this provision.

E. The contractor may request a unit price escalation/adjustment increase or decrease, but only for the renewal terms.

F. New prices accepted by the City shall remain firm for the next term.

SW9. SUBCONTRACTING:

A. Services specified in this solicitation that are ordered from any specific contractor must be provided by that contractor (i.e., the awarded vendor), not by subcontractors. Awardees/Contractors shall not subcontract unless they have prior written approval from the City.

B. Refer also to Sections GC25 and GC44.

SW10. PRE-BID CONFERENCE/SITE VISIT:

A. There will be a non-mandatory Pre-Bid Conference

1. Date: April 3, 2018 Time: 10:00 AM.

2. Place / address: Bureau of Procurement
7 E. Redwood Street, 11th Floor, Baltimore, MD 21202.

B. Please restrict your firm's team to not more than two individuals.

C. Please advise the Buyer, as early as possible in advance of the meeting, of your intent to attend and the number of individuals that your firm will send. This will enable City staff to reserve adequate meeting space.

D. Proposers are advised to arrive on-time and take notes as they deem appropriate. The City will not make notes or minutes available.

E. Failure to attend will in no way relieve the Proposer from fulfilling any/all of the requirements, terms and conditions of the solicitation/contract.

F. The City is under no obligation to inform and/or report the results of the conference (eg: notes, minutes, etc.) to any Proposer attending or not attending the conference or arriving late, nor will the City provide such documentation. Proposers are advised to attend, to arrive on time and to take notes as they deem appropriate.

G. It is requested that any and all questions known in advance, or requests to reconsider any of the terms, conditions, and specifications contained herein, be directed via e-mail to the Buyer noted on the front cover, to give the City an adequate opportunity to review the solicitation document and prepare a response to your questions. To the extent possible, all questions received in advance will be answered at the Pre-Proposal Conference.

H. Verbal and written communications (except written addenda duly issued by the City) by any person(s) at the pre-proposal conference, or at any other time or place, will have no effect on nor otherwise change any term, condition or specification contained herein. Only written addenda duly issued by the City are recognized as amendments to this solicitation.

I. If there is a need for sign language interpretation and/or other special accommodations, it is requested that at least five (5) days advance notice be provided

SW11. POINT OF CONTACT & QUESTIONS:

A. During the bidding process, any potential bidder having questions regarding any part of this solicitation and/or Attachments or Addenda shall submit them in writing, only through Q&A feature in CitiBuy to the Buyer as also indicated on the front cover of this solicitation. The City will only respond to questions submitted through the Q&A feature in CitiBuy whereby, all questions and answers will be posted.

B. During the evaluation and award process, bidders are hereby instructed to communicate only with the Buyer indicated on the front cover of this solicitation.

C. Following award, the contract will be maintained with an agency(s) representative(s), to be determined, for all day-to-day operational issues.

D. Any subsequent issue that will result in a change to or renewal of the contract shall be communicated through the Buyer and approved in writing by the City Purchasing Agent and/or the City Board of Estimates for Baltimore City before the change or renewal takes effect.

SW12. BID BOND / GUARANTEE: None required.

SW13. PERFORMANCE GUARANTEE: None required.

SW14. INSURANCE REQUIREMENTS:

A. The following coverage(s) shall be provided:

1. Commercial General Liability at \$1,000,000 per Occurrence; \$3,000,000 Aggregate.
2. Commercial Excess / Umbrella Liability
3. Business Automobile Liability.
4. Worker's Compensation, Minimum Statutory Requirement.

5. The Contractor agrees by entering into this agreement to a Waiver of Sub-rogation in favor of the City for each required policy herein.

6. This amends, but does not replace, Section GC23.

SW15. CONTRACTOR RESPONSIBILITIES:

A. To provide and deliver all products and/or services specified herein and as requested by the City of Baltimore in accordance with the Detailed Specifications.

B. To comply with all of the terms and conditions contained within this solicitation and all other relevant documents.

C. To provide the name and contact numbers for the person/s who will oversee the service as required herein, and also an alternate person to ensure the needs of Baltimore City Agencies are met in a timely manner.

D. To obtain a Release Purchase Order issued by the Bureau of Procurement prior to supplying and delivering each order.

E. To obtain approval and confirmation from each Baltimore City Agency placing an order that each order and artwork (screen printing , dying, embroidering, imprinting or affixing various types of designs, lettering or decals) is correct prior to making deliveries.

F. To provide the City will all artwork in a standard digital format.

SW16. OMISSIONS & ERRORS:

A. Rectification of any errors and inclusion of any omissions within this solicitation document that would preclude the proper functions of the products/services specified herein, and as intended by the City, shall be the responsibility of the vendor.

B. Such omissions and errors shall immediately be brought to the attention of the Buyer noted on the cover of this solicitation, in writing via e-mail.

SW17. CITY RESPONSIBILITIES: To properly order services and/or products under this solicitation/contract, oversee the service and inspect and approve the services/products delivered, request purchase orders, and review and approve invoices for payment processing.

SW18. COOPERATIVE PURCHASING: As per Section GC40 herein.

SW19. CONFLICT OF INTEREST AVOIDANCE:

A. No official, employee, representative or member of the City of Baltimore who is representing the Mayor and City Council of Baltimore shall have any personal and/or financial interest in this solicitation / contract, either direct or indirect, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, with the exception of members of the City personnel resources required to process and administer this solicitation/contract.

B. Any person having any personal and/or financial interest in this solicitation / contract and/or in any firm bidding on or receiving an award under this solicitation shall not participate in any decision made pertaining to this solicitation / contract, including but not limited to developing the solicitation, bidding, evaluation, awarding, contract monitoring and performance, except as may be otherwise specifically required by the terms, conditions and specifications of this solicitation.

C. This term adds to Section GC11.

SW20. DISCRIMINATION AGAINST SUBCONTRACTORS:

A. As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

B. Contractor's Supervision:

C. The contractor shall be fully responsible for supervision of, and actions by, all of its employees, agents and/or volunteers.

D. The City shall exercise no supervision or other control over the contractor's employees, agents and/or volunteers.

SW21. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION:

A. The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

B. The City is Municipal Corporation of the State of Maryland.

C. The City requires that the Bidder/Offeror certify in Bid Affidavit XI, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law. The City will make a reasonable attempt to verify that this statement is accurate prior to an award recommendation, and may, at its sole discretion, ask the Bidder/Offeror for clarification if the State Board of Elections search engine does not reflect that the statement has been filed. The City may determine that a Bidder/Offeror who makes a false statement on this or any other Affidavit is not a responsible Bidder/Offeror, which may result in rejection of the submitted Bid/Proposal.

Additional information is available on the State Board of Election website: Additional information is available on the State Board of Election website:
http://www.elections.state.md.us/campaign_finance/index.html.

PROGRAMS – SEE APPLICABILITY AND REQUIREMENTS

SW-PROGRAM-1. MBE/WBE PARTICIPATION:

- A. Goals are set at 7% MBE and 2% WBE.
- B. Goals are also stated in the Bidder Information & Forms package located at the end of this solicitation.
- C. In accordance with paragraph GC25 and the “Bidder Information & Forms” package herein Section B.

SW-PROGRAM-2. LIVING WAGE REQUIREMENT: Not Applicable.

SW-PROGRAM-3. BALTIMORE CITY’S YOUTH WORKS PROGRAM:

SW-PROGRAM-4. “EMPLOY BALTIMORE” or “LOCAL HIRING”:

A. **EMPLOY BALTIMORE.** On June 9, 2011 the Mayor signed an Executive Order titled Employ Baltimore, which applies to this solicitation if the initial award exceeds \$50,000, but is \$300,000 or less. The contractor’s requirements are summarized below. (See Section B for the applicable forms to be submitted with your bid or proposal.)

- 1. Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B.)
- 2. Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.
- 3. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.
- 4. Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract. (See section B.)

B. **LOCAL HIRING.** Article 5, Subtitle 27 of the Baltimore City Code, as amended (the “Local Hiring Law”) and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law’s effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below: (See Section B for the applicable forms to be submitted with your bid or proposal.)

- 1. The Local Hiring Law applies to every contract for more than \$300,000 made by the City, or on its behalf, with any person. It also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Unless the Mayor’s Office of Employment Development (“MOED”) grants an exception under the Local Hiring Law, at least 51% of the new jobs required to complete the contract or project must be filled by Baltimore City residents.

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2. Within two (2) weeks of the Board of Estimate's award of the contract or approval of the agreement, the contractor shall have a meeting, either in person or via telephone, with MOED to complete an employment analysis and review the workforce plan required for such contract or agreement. The contractor will not receive any payments under the contract or agreement, unless and until the employment analysis is performed. Contact information for MOED can be found on its website: www.oedworks.com.

3. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor shall post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to its publicly advertising these openings. Further, the contractor shall interview qualified Baltimore City residents referred from MOED; and unless granted an exception, fill at least fifty-one percent (51%) of the new jobs required to complete the contract or project with Baltimore City residents.

4. For all contracts subject to the Local Hiring Law, the contractor shall submit an Employment Report to MOED by the fifth (5th) day of each month throughout the duration of the contract or agreement, regardless of whether MOED has granted a waiver of any of the Local Hiring Law's requirements.

Detailed Specifications

(NOTE: Where one section differs from other sections, the more detailed specification prevails. Otherwise, where this section differs from the General Conditions or Scope of Work, this section shall prevail.)

DS1. BASIC PRODUCT/SERVICE DESCRIPTION:

A. The intent of this contract is to establish a contractual source to provide services for the Underground Utility Location and related work on as needed basis in accordance with Federal, State of Maryland law, codes and regulations, for the Department of Public Works or any other agency of Baltimore City.

B. The purpose of this contract is to protect and maintain vital utilities owned and operated by the City from applicant's construction activities.

C. These utilities include:

- (1) Sanitary Sewer System (sewer mainlines, force mains and house connections)
- (2) Water Distribution System (mains, water supply services and hydrant services)
- (3) Electrical Conduits and Direct Burial Cables (street lighting and traffic)
- (4) Fiber Optic Ring (Police and Fire Department Communications and others).

D. Work involves but not limited to search records, in the pertaining offices of the City to determine the position of the existing utilities, and demarcation, re-demarcation at the location per applicant's request.

E. Work also includes co-ordination with City (project supervisor), and One Call Center, maintain records and apprise the City on regular basis.

F. Services will be ordered on an as-needed basis over time and shall be provided on average normal working days and also on an emergency calls 24 hours a day seven days a week.

G. Quantities contained on bid price sheets are for bidding purposes only. They represent the City's best estimate of its requirements; however, the actual quantities ordered may be more or less.

H. The scope of work includes providing all labor, materials, supplies, equipment and supervision necessary and incidental to perform Underground Utility Locating Services under provisions of Maryland Underground Facilities Damage Prevention Law, commonly known as the Miss Utility Law.

I. The material and services shall conform to all current Federal, State and Local Safety Standards. This is a requirements type contract and services are to be provided on an as needed basis.

DS2. DETAILED SPECIFICATIONS:

A. The scope of work will encompass all aspects of providing technical services to locate and mark underground pipes and other underground facilities for City of Baltimore for the purpose of safeguarding s Sub-surface Facilities from excavation damages in accordance with the provisions of Maryland Underground Facilities Damage Prevention Law.

B. Contractor will receive and respond as required, to all excavation notices and provide such temporary markings and protection as may be required. Such protection shall include

painting, flagging or staking the horizontal location of underground facilities in accordance with current marking standards of the American Public Works Association. Contractor shall provide all circuits and equipment required to receive requests from the City's One Call Center.

(1) The Contractor shall supply to the City, all software necessary to access Applicant's Requests Ticket/Request For Investigation, refer as "RTI" information from the Contractor's computer system.

(2) The software must allow the City to view and print work records associated with RTI, print RTI by any readable field on the RTI, and have access to all current and archive data.

(3) The Contractor shall install communications software in the City's computer that will enable access to the Contractor's computer system. The software will be installed at no charge to the City, and adequate training for City personnel will also be offered at no charge. All hardware associated with this requirement for use by the City will be supplied by the City.

(4) The Contractor shall, on a monthly basis, deliver to the City in a format agreeable to the City, name, address and jurisdiction (Baltimore City, Baltimore County or Anne Arundel County) information on requesters of the utility locates and field markings for the purpose of billing by the City.

C. Contractor's shall include, but not be limited to, receipt, recording, dispatching and closing out of notices of excavation and keep a record, for up to six (6) years, of each notice of excavation indicating the time and date a markout was made, the type of facility marked, and date, time and name of person notified. All such records shall be made available for review by City representatives immediately upon demand.

D. All markings for conduit routes shall be "corridor" markings identifying centerline and width of the facility structure. Markings for all other facilities shall be "centerline." Contractor shall be responsible for the maintenance of its marks up to the start of excavation.

E. The Contractors shall be responsible for investigating, and marking (demarcation) the active existing underground utilities owned and operated by the City at locations requested by applicants in a professional and diligent manner. Contractor shall engage qualified and experience personal on this contract to carry out his obligation within Baltimore City Municipal Limits and other neighboring jurisdictions.

DS3. EQUIPMENT/TOOLS REQUIREMENTS:

A. Non Compensable Tool:

(1) The contractor shall perform all work utilizing tools/equipment in accordance with the most efficient and best modern methods and trade practices.

B. Owned Tools/Equipment:

(1) The contractor shall not charge for equipment that are tools of the trade and that are necessary for and reasonably incidental to the performance of work within the scope of these specifications.

C. Rental Tools/Equipment:

(1) Rental equipment approved by the Agency Supervisor shall be reimbursed at the cost charged by an independent and bonafide Rental Company plus 8% markup. The 8% markup shall be charged against the invoice cost of the equipment at the prime contractor level. The prime contractor shall submit invoices from an independent and bonafide rental facility to verify cost of rented tools/equipment, whether used by the prime and/or subcontractors. No markup shall be allowed at the subcontractor level.

DS4. PROCEDURES FOR TYPICAL WORK ASSIGNMENTS:

A. All request and arrangements for work will be confirmed, in writing, to the contractor as proof of authorization of the work by the Project Supervisor.

B. Within 48 hours (excluding Saturdays, Sundays and Legal Holidays) of receipt of an Applicant's Requests Ticket/Request For Investigation RTI, the Contractor shall determine whether a proposed excavation planned within 5 feet of the horizontal plane of the City's underground utilities, or whether a proposed excavation by blasting, is planned in such proximity to an underground utilities that might disturbed or damaged.

(1) The Contractor shall become acquainted with the City owned record-keeping procedures and storage locations. Contractor shall search these records and determine the existence of utilities at the location. These records include, but are not limited to, construction plans, records plats and "as built" construction drawings etc.

(2) The records pertaining to utilities will be available to the Contractor at various City offices between the hours 9:00 a.m. thru 4:00 p.m. Monday through Friday (holidays excluded). However, the City does not guarantee the accuracy of these records/drawings and does not warrant or guarantee that the conditions in the field are the same as those shown in the records. It shall remain the Contractor's responsibility to determine the existence of the utilities at the location accurately as possible utilizing available State-of-the-Art equipments or any other means.

C. Contractor shall notify applicant/excavator within 48 hours (excluding week ends and legal Holidays), except emergencies after receiving RTI, regarding a potential affect (damage, breach, etc.) on the existing underground utilities due to the proposed exaction at the location.

D. The Contractor shall mark the location of the existing underground facility within 18 inches on a horizontal plane on either side of the utility, if he determines that the proposed excavation is either within 5 feet of the horizontal plane of an underground utility systems, or the proposed excavation is by blasting in the proximity of the underground utility systems that may cause disturbance or damage the systems.

(1) Contractor shall promptly notify the Project Supervisor any of the underground utility systems gets disturbed or damage by blasting.

(2) The Contractor shall clearly mark the utility as required with paint, flags, stakes or other appropriate marking devices. Paint shall be used wherever possible.

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(3) The Contractor shall not obstruct movement and safety of pedestrian and vehicular traffic at the location and follow UTCD (Unified Traffic Control Devices) manual guide lines. T

(4) The Contractor shall use the following color code when marking the existing underground utility systems:

- (A) Municipal Electric System Safety Red
- (B) Water Systems Safety Blue
- (C) Sewer Lines Safety Green
- (D) Communication Lines Safety Orange

(5) The demarcation (marking) is limited to 1000 linear feet per RTI, and shall be measured and paid per bid item of the bid proposal sheet. Additional footage (not exceeding 1000 linear foot), if required and approved by the project supervisor shall be measured and paid per separate bid item of the bid proposal.

E. The Contractor shall notify the applicant/excavator of the schedule of the designated services at the location.

(1) If the contractor fail to complete services within 48 hours (excluding Saturdays, Sundays and Legal Holidays) after receiving RTI, shall notify the applicant/excavator, thru the information center immediately. Contractor shall reschedule the services and inform all associated parties after the work is completed.

(2) The Contractor shall notify the applicant/excavator within 48 hours (Excluding week ends and Legal Holidays) after receiving RTI that demarcation is not required because of the followings:

(a) The City does not have an active existing underground utility system at the location.

(b) The proposed excavation is not indicated within 5 feet of the horizontal plane of the existing underground utility system.

(c) The proposed blast excavation is not indicated in the close proximity of the existing underground utility system that might cause disturbance, breach or damage.

(3) Contractor shall repeat, at no cost the designated services where the previous demarcation, not exceeding ten (10) days of the existing utility system have been obliterated, destroyed, or removed. The repeat work shall be completed, not exceeding 48 (including week ends and holiday) hours after receiving the call from the applicant.

(4) The Contractor shall maintain records of all contacts with applicants/excavators, whether written or verbal, utilizing a Utility Location Communication Form (approved by the project supervisor). This form shall be completed in its entirety.

F. In the event the City's facilities are damaged by a third party in a case where the Contractor provided the locate, the Contractor shall dispatch an authorized representative to the location (at the time requested by the City).

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(1) The Contractor shall provide a written report and information to complete the investigation process to determine responsibility. This information shall include but is not limited to any and all information gathered through the one call system (Miss Utility), related to said incident.

(2) Where it is determined that the damages were caused due to the fact that the Contractor did not properly mark the facilities in accordance with the laws of the State, the Contractor shall be liable for repair or replacement expenses and consequential damages.

G. Where a third party is alleged to be responsible for damages to the City or its facilities, the Contractor shall give testimonial support including but is not limited to collections and any other matter requested related to the contract by the City. The Contractor shall maintain a copy of his written investigation report for six (6) years, in addition to the copy submitted to the City.

H. For each call to the one call system, the Contractor shall produce a separate RTI ticket except under the following conditions:

(1) The excavator notifies the one call system of a defined project.

(2) A defined project is a series of intent to excavate which are simultaneously called into the one call system for a contiguous geographical area. The notifications must be made in sequence to the one call operator and the project given a specific name or project number.

(3) The project must be performed by the same excavator a single RTI ticket will be allowed for locating a defined project of up to 1000 linear feet. An additional unit price is allowable on the RTI ticket for each additional 1000 linear feet or portion thereof.

I. The Contractor shall establish a Hot-Line, by dedicating a special telephone number to coordinate project's day-to-day activities and demarcation (marking) progress. Excavators could use the Hot-Line to further identify the location, nature and disposition of their projects even before they call the one-call communications system. By using the Hot-Line, the work can be called into the one-call communications system in a fashion that would expedite the locating process.

J. When repeat notifications of the one call system by the excavator is required, the contractor shall return and remark the required facilities in response to an updated RTI. The cost for re-marking in response to each ART shall not exceed \$15.00.

K. The Contractor shall perform a field marking if the FIBER OPTIC RING is within a fifty foot (50') radius from the proposed excavation.

L. The Contractor shall not perform a locate/field marking if:

(1) On an updated RTI, the original RTI indicates no utility exist within the public right of way or easements;

(2) Or the RTI indicates the excavator is the City of Baltimore, Baltimore County or Anne Arundel County, unless specifically requested to locate water and wastewater utilities.

(3) If the excavator has commenced work within ten days of the original call, the Contractor shall re-mark only if requested by the excavator on an updated RTI.

(4) If the excavator has not commenced work within ten days of the original call, the Contractor shall re-mark at a unit price not to exceed \$15.00, on an updated RTI.

M. Emergency RTI, which are received after normal business hours, on weekends, or holidays must be responded to as soon as possible on the following business day. If the excavator has completed work prior to the arrival of the contractor, the unit price for Work Done before Arrival should not exceed \$15.00. If excavator's work has not begun, or is in progress, a locate will be performed and charge at the bid unit price.

N. All requests for service will be confirmed, in writing, to the contractor as proof of authorization of the work by the agency supervisor. The City will provide the contractor with a list of agents that are authorized to initiate service calls. The contractor shall respond to service calls only when telephoned by the agency supervisor or authorized agent. If anyone other than this calls for service or repairs, the contractor shall contact the agency supervisor or authorized agent for approval to proceed. The city is obligated to reimburse the contractor for only those services, materials, supplies, and parts actually authorized and accepted by the agency supervisor in accordance with the terms of this contract.

DS5. METHOD OF MEASUREMENT

A. ITEM NO. 101 - UTILITY INVESTIGATION

(1) Measurement of this item will be made on the actual number of RTI ticket documented and forwarded to the Contractor for Utility Investigation. A separate utility investigation is one, which is made for a distinct construction activity at a distinct location. No Utility Field Marking will be performed under this item.

B. ITEM NO. 102 - UTILITY FIELD MARKING

(1) Measurement of this item will be made on the actual number of Utility Field Marking (supported by an individual RTI ticket) documented and forwarded to the Contractor for Utility Field Marking.

C. ITEM NO. 103 - UTILITY FIELD RE-MARKING

(1) Measurement of this item will be made on the actual number of separate updated RTI ticket documented and forwarded to the Contractor for Utility Field Remarking. No additional compensation, other than a unit price not exceeding \$15.00 for Utility Field Remarking on an updated RTI ticket will be made.

D. ITEM NO. 104 – EMERGENCY RTI TICKETS

(1) Measurement of this item will be made on the actual number of an individual emergency RTI tickets documented and forwarded to the contractor for work to be performed if the excavator has completed work prior to the arrival of the contractor. No additional compensation other than a unit price not exceeding \$15.00 will be paid for Work Done Before Arrival. If excavation work has not begun, or is in progress, a locate will be performed and charge under Items 101 & 102.

DS6. BASIS OF PAYMENT

A. ITEM NO. 101 - UTILITY INVESTIGATION

(1) Payment for work completed under this item will be made at the unit price bid per each separate RTI ticket of the Bid or Proposal, which price shall be full compensation for all labor, materials, tools, equipment, licensing regulations and all incidentals necessary to investigate utilities.

B. ITEM NO. 102 - UTILITY FIELD MARKING

(1) Payment for work completed under this item will be made at the unit price bid per each separate RTI ticket of the Bid or Proposal, which price shall be full compensation for all labor, materials, tools, equipment, licensing regulations and all incidentals necessary to field mark the utilities.

C. ITEM NO. 103 - UTILITY FIELD RE-MARKING

(1) Payment for work completed under this item will be made at a unit price not exceeding \$ 15.00 for each separate updated RTI ticket of the Bid or Proposal, which this unit price shall be full compensation for all labor, materials, tools, equipment, licensing regulations and all incidentals necessary to field remark the utilities.

D. ITEM NO. 104 - EMERGENCY RTI TICKET

(1) Payment for work completed under this item will be made at a unit price not exceeding \$15.00 per each separate emergency RTI ticket of the Bid or Proposal for "Work Done Before Arrival". The unit price shall be full compensation for all labor, materials, tools, equipment licensing regulations and all incidentals necessary to perform the work.

DS7. EMERGENCY CALLS:

A. A telephone number shall be provided where the contractor's English speaking representative may be reached for service calls and related business, 24 hours a day, 7 days a week, including holidays.

DS8. DAMAGE TO EXISTING STRUCTURES:

A. Any damage to existing structures, resulting from the contractor's operations and/or carelessness, and any/all necessary repairs thereof, shall be the full responsibility of the contractor at his/her sole expense.

DS9. ALTERATIONS TO THE FACILITY:

A. The contractor shall make no alterations, improvements, modifications, demolition, removal, or additions to the house.

DS10. Employee Criminal Background Check:

A. All Contractual supervisory, custodial and other employees working under this solicitation/contract shall pass a Criminal Background Check, to be provided and paid for by the Contractor at its own expense immediately following

contract award, and at no additional cost to the City. A signed copy of the Criminal Background Check certifying that the employee has passed the Check will be provided to the using Agency representative before the employee will be permitted to enter and work in the facility. Until said signed Criminal Background Check is provided, the employee will be prohibited from entering and working in the facility being contracted for under this solicitation/contract. Failure by the Contractor to provide signed Criminal Background Checks for its employees working under this solicitation/contract in a timely manner shall be grounds for default and termination of the contract.

DS11. Work Outside the Scope of Contract:

A. If at any time, the City and/or contractor determines that additional related work is required which is directly related to but beyond the original scope of this contract, the contractor shall submit a detailed description of the extra work and a not-to-exceed cost estimate based on its usual and customary rates to the agency project/field supervisor, and obtain written authorization to proceed from the agency project/field supervisor and the City Purchasing Agent.

B. The additional work must be related to the original project and be justified as being in the best interest of the City to be added by change order or supplemental agreement without the benefit of competitive sealed bidding.

DS12. Existing Conditions:

A. Existing site conditions and/or new work disturbed or damaged by the contractor or subcontractors shall be neatly patched, repaired, and/or replaced to match the pre-existing surrounding site conditions to the satisfaction of the Project Manager, at no additional cost to the City. The contractor shall keep the work area neat and clean at all times so as to avoid an unsafe condition.

DS13. Vandalism / Theft:

A. It shall be the sole responsibility of the contractor to protect and safeguard his materials and/or equipment. The City shall not assume any responsibility for vandalism or theft of the contractor's materials, products, and/or equipment. The contractor shall be responsible for pilferage by contractor's employees of City materials or property. The contractor shall obtain permission from the agency project/field supervisor before storing materials/equipment on City premises.

DS14. Contractor's Supervision:

A. The contractor shall be fully responsible for supervision of, and actions by, all of its employees, agents and/or volunteers.

B. The City shall exercise no supervision or other control over the contractor's employees, agents and/or volunteers.

DS15. Permits (if any):

B50005360 – Underground Utility Locating Services – Due: 4/25/2018

A. The contractor shall be fully responsible to apply for, pay for, pick up, and post all permits and notices required (if any) for the completion of any work described herein prior to starting any work.

B. The City reserves the right to withhold payment until proof of permits and notices are provided to the City.

DS16. UNIFORMS

A. All Contract employees shall wear a company uniform at all times while working in the City facility under this contract.

B. The uniform must include at least a company shirt with company logo patch and employee's name sewn on (color is Contractor's option).

C. Type and color of pants or skirt and footwear are Contractor's option.

DS17. Identification Badge

A. Each Contract employee shall have and display a clip-on photographic identification badge at all times while working in the City facility under this contract.

DS18. LAWS, CODES & REGULATIONS

A. The contractor shall, without additional cost to the City of Baltimore, be responsible for complying with any and all Federal, State, and Local Laws, Codes and Regulations in connection with this work and in effect at the time these specifications are advertised.

B. The latest publication of the following established codes, standards and specifications, insofar as they apply, shall form a part of this solicitation the same as if specifically written herein, and the Contractor shall comply thereto.

- (1) The American Society of Testing Materials (ASTM).
- (2) The American Welding Society for Building Trades
- (3) Occupational Safety and Health Act (OSHA)
- (4) Maryland Occupational Safety and Health Act (MOSHA)
- (5) The National Fire Protection Association (NFPA)
- (6) Applicable Baltimore City Codes
- (7) American National Standards Institute (ANSI)
- (8) Underwriters Laboratories, Inc. (UL)
- (9) National Board of Fire Underwriters
- (10) Provisions of Maryland Underground Facilities Damage Prevention Law, commonly known as the Miss Utility Law
- (11) Local and State Ordinances
- (12) Rules and Regulations of the Baltimore Gas & Electric Company.

Mark as "Original" or
"Duplicate" here.

SECTION B - BID DOCUMENTS:

NOTE: For your bid/proposal to be responsive you must submit all of the documents contained in this section.

B1. BIDDERS MUST BE REGISTERED:

A. All bidders must be registered in CitiBuy and must download the solicitation, before bidding.

B. To register go to www.baltimorecitiBUY.org and click on the "Register" link above the log in box.

B2. BIDDER REQUIRED RESPONSE:

A. Each Bidder shall provide and submit all of the forms and/or information stated and required in Section 'B' and the Submission Instructions.

B. This is a One-Step Solicitation/Offer process. You will find an envelope/package label following this section. Each Bidder shall prepare its Bid to include all of the forms and/or required information as set forth in Section 'B' of this Part 1 and shall assemble the Bidder response in the prescribed manner and required format as set forth in Section 'B'. Bidders are also instructed to adhere to all instructions found in the Submission Instructions in Part 2.

C. Prepare and submit One (1) complete "Original", and Three (3) complete "Duplications" which shall include all of the forms and/or information identified in Section 'B'.

B3. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.) and THREE DUPLICATES:

A. Be sure the original is clearly marked as "Original". Be sure the original is signed in blue ink (or some color other than black). Be sure all duplicate copies are clearly marked as "Duplicate."

B. ADDENDA. Attach signed copies of all Addenda received in connection with this solicitation.

B4. GENERAL SUBMISSION COMMENTS:

A. The "original" bid shall be typed or printed in ink using the set of documents included in this Solicitation package. "Duplicate" copies must be photo-copied by the Bidder.

B. The "original" bid documents should be signed in blue ink or some color other than black.

C. Exceptions, Modifications, Alterations and Deviations: Do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation.

D. All data provided by the City shall remain the property of the City, and all data provided by the Proposer/Contractor, either at the time of proposal submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.

E. In the event of a dispute between the printed "Original" proposal document and any printed "Duplicate" copy, or any electronic media, the printed "Original" shall prevail

B5. DISCRIMINATION AGAINST SUBCONTRACTORS: As part of its bid, the Bidder shall provide to the City a list of all instances within the past five (5) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the

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bidder has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

B6. PUBLIC ACCESS BIDS:

PROVIDE TWO (2) PUBLIC ACCESS COPIES AS DESCRIBED IN LINE ITEM H.

A. By signing and submitting a proposal in response to this solicitation, the Proposer acknowledges that all documents, information and data submitted in its proposal shall be treated as public information, unless otherwise identified as instructed below.

B. The City shall, therefore, have the undisputed right to release any/all of the proposer's documents, information and data to any party requesting same without further permission from the Proposer.

C. The City and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

D. If your proposal does contain proprietary or confidential information and you do not wish to have it disclosed, you **MUST** clearly state in large red letters, including on:

1. The outside of your proposal box, package or envelope;
2. The outside front cover of your proposal document including the "original" and all "duplicate" copies; and
3. On each applicable page of your "original" and each "duplicate" copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.

E. Be sure to clearly flag and identify the specific proprietary/confidential information contained on each page. Do not claim your entire document as generally being proprietary or confidential. The Bid Price Sheet and Section B-pages cannot be deemed proprietary.

F. The City still shall not be responsible for inadvertent disclosure.

G. Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.

H. If proprietary/confidential information is included, the Proposer shall submit *two (2) complete additional copies* of its proposal but with all proprietary/confidential information either excluded or redacted, and the reason given. These copies shall be clearly marked on the front cover and on the initial page "**Public Access Copy**".

Appendix A

Notice to Contractors Living Wage Requirement

The Baltimore City Code (Edition 2000, Art. 5, Subtitle 26 “Hours and Wages – Service Contracts”) establishes what is more commonly referred to as the City’s “Living Wage” requirement. Contractors having service contracts with the City are required, among other things, to pay their non-professional employees a “Living Wage” to be determined each year by the Board of Estimates. Contractors must become thoroughly familiar with the “Living Wage” requirement. A copy of the City Code can be found on the City’s website (www.baltimorecity.gov).

The “Living Wage” for FY 2018 is **\$11.66 per hour**, beginning **July 1, 2017**. The current rate is **\$11.66 per hour**. A legal review has concluded that the law does not differentiate between full-time and part-time (less than eight hours per day) service workers. All solicitation prices shall take these current approved wage rates into account and there shall be no unit price adjustments made thereto except in the event of future rate increases by the Board of Estimates.

Future Wage Increases: Future wage rate increases are defined as any new rates approved by the Board of Estimates that take affect after and supersede the rates shown in this solicitation. In which case:

- If you are paying exactly the current base minimum wage rate as stipulated above, you may submit a written request to increase your invoiced hourly rate by an amount equal to, but not greater than, the amount of the increase by the Board of Estimates for those affected employees; or
- If you are paying higher than the base minimum wage rate you may submit a written request to increase your invoiced hourly rate by an amount equal to the portion of the amount of any future increase which exceeds your current rate (difference between your current rate and the new rate) for those affected employees; or
- If you are paying at a rate which equals or exceeds the base minimum wage rate plus the new approved future increase rate amount, you may not seek an adjustment to your invoiced hourly rate.

Below is a copy of Art. 5, §26-10 (“Required Records – Project Payroll Reports”), which sets forth certain reporting requirements. A “Contractor Weekly Project Payroll Report” form is also included to be used in complying with §26-10. If you find it more convenient you may use your own form so long as it provides the information required and is in close conformity with the form enclosed.

If you need additional clarification regarding Article 5, Subtitle 26, please contact the Wage Commission at 4 South Frederick Street, Baltimore, Maryland 21202, or by calling 410-396-4835.

Copies of completed reports shall be submitted as follows.

One Copy: Wage Commission
7 E. Redwood Street, 9th Floor
Baltimore, MD 21202
Phone: (410) 396-4835
Fax: (410) 752-3190
Email: wagecommission@baltimorecity.gov

B50005360 – Underground Utility Locating Services – Due: 4/25/2018

One Copy: Bureau of Procurement
Attn: Administrative Division
7 E. Redwood Street
Baltimore, MD 21202
410-396-5700

If you require additional forms or have any questions relative to this matter, please call the Bureau of Procurement at 410-396-5700.

BALTIMORE CITY CODE – SUBTITLE 26 – HOURS AND WAGES - SERVICE CONTRACTS – ART.5, § 26-10*

§ 26-10. Required records – project payroll reports

(a) *Contractor to submit.*

The contractor shall submit 2 complete copies of his weekly project payrolls and the weekly project payrolls of each of his subcontractors, consecutively numbered, not later than 14 days from the end of their respective payroll periods, 1 copy to be sent to the contracting agency, the other to the Wage Commission where the same will be available for public inspection during regular business hours.

(b) *Contents.*

The project payrolls shall contain:

- (1) the name of the prime contractor and the subcontractor, if any;
- (2) a designation of the project and location;
- (3) the name, Social Security Number, and occupation of each employee;
- (4) the classification in accordance with the classifications fixed in the contract;
- (5) the number of hours worked daily by the service worker at straight time and at overtime and the hourly wage rate for each;
- (6) the gross wages paid to the service worker per pay period; and
- (7) such other data as may be required by the Board of Estimates from time to time.

(c) *Prime contractor responsible for subcontractors.*

The prime service contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed.

(d) *Signed statement of compliance.*

Each copy of the payroll shall be accompanied by a statement signed by the contractor or the subcontractor, as the case may be, indicating:

- (1) that the payroll is correct;
- (2) that the wage rates contained therein are not less than those established by the Board of Estimates as set forth in the contract;
- (3) that the classification set forth for each service worker conforms with the work that the service worker performed; and
- (4) that the service contractor has complied with the provisions of this subtitle.

* Note: This is only a portion of Subtitle 26. Contractors must be familiar with the entire subtitle.

BID DOCUMENTS

BID/PROPOSAL INFORMATION AND AFFIDAVIT SIGNATURE PAGE

Bid/Proposal submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Name of Authorized Representative _____

Title of Authorized Representative _____

Name of Contact Person (IF DIFFERENT FROM ABOVE) _____

Title of Contact Person _____

E-Mail _____ Phone: _____

Federal Social Security Identification Number _____

If awarded a contract, the Bidder/Proposer/Offeror will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General Conditions, Specifications, and other documents and information contained in this solicitation in the Bid/Proposal submitted in response to this solicitation.

I, [PRINT OR TYPE NAME] _____ ,

the undersigned, [PRINT OR TYPE TITLE] _____ ,

of the above named Bidder/Proposal/Offeror do solemnly declare and affirm under the penalties or perjury this _____ day of [MONTH] _____, [YEAR] , that I hold the aforementioned Office in the above Bidder/Proposal/Offeror and that the below affidavits and attachments hereto are true and correct to the best of my knowledge, information and belief.

AFFIDAVIT I

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

This is to certify that the Bidder/Offeror or any person in his behalf complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices.

AFFIDAVIT III

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- i. The person submitting the affidavit;
- ii. An Officer, Director or Partner of the company;
- iii. An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- iv. Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, “person” is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Sections 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

AFFIDAVIT IV

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- i. The person submitting the affidavit,
- ii. An Officer, Director or Partner of the company, and/or
- iii. An employee of the person who is directly involved in obtaining contracts with a public body. “Person” is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

AFFIDAVIT V

This is to certify that the Bidder/Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor’s Qualification Committee of the City of Baltimore.

AFFIDAVIT VI

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the Specifications, including the General Conditions and the Bid Documents.

AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

AFFIDAVIT VIII

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the specifications, including the General Conditions and the Bid Documents; has had an adequate opportunity to ask questions; has visited the City's facility or has otherwise familiarized himself with the local conditions under which the work is to be performed; and that his bid or proposal is based upon the specifications and requirements as described in the solicitation documents.

AFFIDAVIT IX

This is to certify that the Bidder/Offeror and/or any person in their behalf is only person, firm or corporation, that has any interest in this proposal or in the contract or contracts proposed to be awarded; and that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work. This does not preclude negotiating with M/WBE vendors as to their participation in this contract.

AFFIDAVIT X

This is to certify that the Bidder/Offeror and/or any person in their behalf acknowledges that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

AFFIDAVIT XI

This is to certify that the Bidder/Offeror and/or any person attributed to the Bidder/Offeror such as an officer, director or partner, complies fully with Election Article §14-104, *et seq.* which requires disclosure of contributions by Persons Doing Public Business.

(Affix Corporate
Seal Here)

Signature of Authorized Representative (Sign in blue ink only.)

Date

Title

Witness Name (Typed or Printed)

Witness Signature (Sign in blue ink only.)

Date

BID PRICE SHEET

Bid/Proposal submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Title _____

Phone _____ Fax _____

Email Address _____

To The Board of Estimates, City of Baltimore

Gentlemen:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below.

All-inclusive Rates for Utility Investigation-:

Item No.	Description	Price/RTI Ticket	Estimated Quantity	Extended Total
101	Utility Investigation	\$	x 75,000	= \$
102	Utility Field Marking	\$	x 50,000	= \$
103	Utility Field Re-Marking	\$	x 15000	= \$
104	Emergency RTI Tickets	\$	x 5000	= \$
TOTAL BID PRICE= (Sum of Item No 101 through 104)				\$

TERM: NET 30 DAYS

F.O.B.: DESTINATION

Payment Discount Offered (check below):

2% - 20 Days, Net 30

(Affix Corporate Seal Here)

Signature of Authorized Representative (Sign in blue ink only.) _____ Date _____

Title: _____

Employ Baltimore

Requirements

1. Complete the *Employ Baltimore* "Certification Statement" contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.
3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.
4. Complete the "Employment Reports" as required on June 30th and December 31st during each year of the contract and at contract completion. Submit "Employment Reports" to:

**Employ Baltimore
Mayor's Office of Employment
Development
36. S. Charles Street
Baltimore, Maryland 21201
employbaltimore@oedworks.com**

The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts for \$300,000.00 or more that fully participate in the Employ Baltimore program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

To Schedule Your Meeting with MOED Please Contact:

**Yvette Clark or Patricia Anderson
Mayor's Office of Employment Development
36. S. Charles Street
Baltimore, Maryland 21201
Phone 443-984-3014. • Fax 443-220-0510
employbaltimore@oedworks.com**

Employ Baltimore
CERTIFICATION STATEMENT

Contracting City Agency	Bid Number	Bid Due Date

To promote the commitment to utilize *Employ Baltimore* to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$49,999.00 or less.

Additionally, companies awarded construction contracts of \$ 300,000 or more that fully participate in the *Employ Baltimore* program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

CERTIFICATION STATEMENT

As a representative of _____, I _____
(NAME OF COMPANY) (PRINT NAME and TITLE)

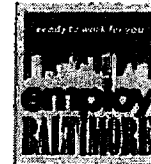
Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30th and December 31st identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: _____ Telephone: _____

Company Address _____ Email: _____

Yvette Clark or Patricia Anderson
 Mayor's Office of Employment Development
 36. S. Charles Street
 Baltimore, Maryland 21201
 Phone 443-584-3014 • Fax 443-220-0510
employbaltimore@oedworks.com



The Mayor's Office of Employment Development provides businesses with a pipeline of qualified, skilled job candidates and supports businesses in retaining and developing their employees. We offer customized workforce solutions including outreach and recruitment, applicant prescreening, assessment and testing services, tax credit information, human resources support and training funds for new or existing employees. Training funds are available through several programs.

Customized Training is a business-driven program that helps companies train and hire people to fit their job-specific needs. Business Services recruits and pre-screens training applicants. The available positions must be full-time and meet minimum salary requirements. Companies accepting Customized Training grants must agree to hire successful participants. The training can be employer-based, on-the-job, or offered by qualified vendors.

Maryland Business Works enables small businesses and/or companies in high-growth industries to upgrade the skills of their existing employees. Businesses can access grants (at no cost) to support their current staff development needs. This funding encourages promotion, creates additional job opportunities and improves worker retention by increasing employee skill levels. The training course and training vendor is selected by the business to ensure an accurate fit!

MOED works closely with other local, state and federal agencies to promote the link between the city's workforce and economic development initiatives.

For Further Information Contact:

**Yvette Clark or Mackenzie Garvin
Employ Baltimore
Mayor's Office of Employment Development
36. S. Charles Street
Baltimore, Maryland 21201
Phone 443-984-3014 • Fax 443-220-0510
employbaltimore@oedworks.com**



**City of Baltimore
Local Hiring Certification and Compliance Statement**

CERTIFICATION STATEMENT (Complete and submit this certification statement with your bid package. Your bid will be considered non-responsive if you fail to include this signed document.)

For the purpose of requiring employers (contractors and their subcontractors) benefitted by City contracts and subsidies to take measures to hire Baltimore City residents, all businesses awarded a contract with the City for more than \$300,000 or will benefit from more than \$5,000,000 in assistance for a subsidized project, shall agree to comply with the terms of the Local Hiring Law 12-0159 as described in the bid specification.

By signing below as a representative of _____ (Company Name), I certify that if awarded this contract, a company representative will meet with the Mayor's Office of Employment Development (MOED) within two weeks of the contract award to complete an employment analysis review the workforce plan required for this contract. If there is a need for new hires, I agree to post the new job openings with MOED's One Stop Career Center Network for a period of seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED and to fill at least 51% of the new jobs required with Baltimore City residents. I also agree to submit an Employment Report by the 5th day of each month throughout the duration of contract.

Signature: _____ Title: _____ Phone: _____

Company Address: _____ Email: _____

CONTRACT AWARD INFORMATION (To be completed by the responsible Baltimore City agency representative and submitted to MOED within two (2) business days of the contract award.)

Baltimore City Agency: _____

Contract No./Description: _____

Award Amount: _____ Award Date: _____

Contractor's Rep for Local Hiring compliance: _____

Telephone #: _____ Email: _____

City Agency Staff Name/Title Date

COMPLIANCE VERIFICATION (To be completed by MOED and returned to the City agency.)

As required by the Law, "before the disbursement of any funds", the beneficiary must meet with and complete an employment analysis with MOED. This is to certify that the information below is accurate as verified by MOED:

- Complied with the requirements of the Local Hiring Law 12-0159 and met with MOED on _____ to assess their employment needs, complete the workforce plan and identify new jobs. We have been informed that an estimate of _____ jobs will be created as a result of the contract award.
- NOT complied with the Local Hiring Law. In accordance with the Law, the City Agency is required to withhold payments associated with this award until the meeting has occurred.

MOED Staff Name/Title Date

If there are any questions, please call Rosalind Howard or Susan Tagliaferro at 410-396-9045

Affidavit of Agreement
Article 5, Subtitle 26 of the Baltimore City Code
(Hours and Wages - Service Contracts)

To: Wage Commission
7 E. Redwood Street, 9th Floor
Baltimore, MD 21202

Proposal submitted by (name of firm) _____

Address _____

City _____ State _____ Zip Code _____

Name of Authorized Representative _____

The undersigned, being an authorized representative of the above stated contractor, hereby affirms our commitment to comply with Article 5, Subtitle 26 of the Baltimore City Code, 2000 Edition, and to file all required payroll reports with regard to the above stated contract.

The contractor agrees to pay its employees at least the minimum wage rate in effect at the time service is provided, and to ensure that its sub-contractors also pay the required minimum wage rate. The minimum wage rate in effect at the time of proposal shall remain in effect throughout the life of the contract, including extensions thereof. If increases are approved by the Board of Estimates in accordance with the terms of article 5, subtitle 26 of the Baltimore City Code, 2000 Edition, they shall apply to this contract.

(Affix Corporate Seal
Here or Notary)

Signature of Authorized Representative (Sign in blue ink only) _____ Date _____

Title _____

Witness Name (Typed or Printed) _____

Witness Signature (Sign in blue ink only) _____ Date _____

**MAYOR AND CITY COUNCIL OF BALTIMORE CITY
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28
MINORITY AND WOMEN'S BUSINESS PROGRAM**

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Bid Due Date: _____

The Overall MBE goal is7 % The WBE goal is2 %

If MBE Sub-Goals Apply:

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

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS CONTACT:

Minority and Women's Business Opportunity Office (MWBOO)
Baltimore City Department of Law
Room 101, City Hall
100 N. Holliday Street
Baltimore, MD 21202
(410)396-4355

PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition) – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. **THE FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A BREACH OF CONTRACT.**

Highlights of the City’s MBE/WBE program are noted below. A complete copy of Article 5, Subtitle 28 of the Baltimore City Code (2014) is available on the website at: www.baltimorecity.gov/Government/Citychartercodes.aspx or at the Minority and Women’s Business Opportunity Office.

1. BID REQUIREMENTS

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

Part B: Statement of Intent Form(s) – to be signed by Bidder and MBE or WBE

Part C: Statement of Self-Performance – if applicable, to be signed by Bidder

Part D: MBE/WBE Participation Affidavit – to be completed and signed by Bidder

Part E: MBE/WBE Participation Waiver Request– to be completed and submitted by Bidder if unable to meet the participation goals

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

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

2. VERIFYING CERTIFICATION

Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Minority and Women’s Business Opportunity Office (MWBOO) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified MBEs and WBEs is available online at <http://cityservices.baltimorecity.gov/law/mwboo> or at the offices of MWBOO. (Art. 5, §28-48(d))

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE’s

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder

must select the goal to which the business enterprise is to be counted. (Art. 5, §28-31(b) and §28-35))

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform.** (Art 5, §28-31(d)).

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise and actual responsibility to perform, manage and supervise. (Art. 5, §28-32)

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. (Art. 5, §28-33)

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. (Art. 5, §28-36)

Non-Manufacturers – **Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.**

(Art. 5, §28-37)

Example: If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent (Art. 5, §28-38)

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28-39)

i) Non Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. (Art. 5, §28-41)

4. WAIVER REQUESTS

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. (Art. 5, §28-62)

5. SUBSTITUTION OF MBE OR WBE

The Minority and Women's Business Opportunity Office must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract. (Art. 5, §28-63(a))

6. CONTRACT REQUIREMENTS

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. (Art. 5, §28-48 (e))

Before final payment, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and gender.

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, 3a and 3f**

Name of Prime Contractor: _____

Name of MBE or WBE (circle one): _____

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

Materials/Supplies to be furnished by MBE or WBE:

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

Subcontract percentage of total contract: _____ % *(This is not considered material information for lump sum contracts.)*

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

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

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

Signature of Prime Contractor (REQUIRED)

Date

Signature of MBE or WBE (REQUIRED)

Date

CHANGES TO INFORMATION ON THIS FORM THAT ARE MATERIAL TO THE AGREEMENT BETWEEN THE PRIME CONTRACTOR AND MBE OR WBE MUST BE INITIALED BY BOTH PARTIES.

PART C: STATEMENT OF INTENT TO SELF-PERFORM

PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTION 2, 3a, 3b and 3f.

Name of Prime Contractor: _____

Self-Performance to be counted toward the MBE _____ or WBE _____ goal (Check One)

Brief Narrative Description of the Work/Service to be Self-Performed by the Prime Contractor:

Materials/Supplies to be furnished by the Prime Contractor:

Total Dollar Amount of Work/Services to be Self-Performed by the Prime Contractor on this Contract: \$ _____

Total Dollar Amount of Self-Performed Work to be counted toward the MBE or WBE Goal:
(May count up to 50% of the total dollar amount of self-performed work): \$ _____

If this is a Requirements Contract, you may omit the Dollar Amount; however, the Percentage must be included.

Total Percentage of Total Contract to be Self-Performed by Prime Contractor on this Contract: _____ %

Percentage of Self-Performed Work to be counted toward the MBE or WBE Goal:
(May count up to 50% of the total percentage of self-performed work): _____ %

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

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

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/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 Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (REQUIRED)

Date

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of 7% and the WBE goal of 2 % for this contract. Contractor has achieved the following participation:

MBE-\$ _____ or _____ % and WBE-\$ _____ or _____ %
of the total contract amount which is \$ _____.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women’s Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this ____ day of _____, in the year _____.

Notary Public

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____
Address _____
Contracting Agency: _____
Contract (Project) Number and Title: _____
Bid Due Date: _____

Goals on this contract.....MBE: _____% and WBE: _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I have achieved.....MBE: _____% and WBE: _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I am requesting a waiver of.....MBE: _____% and WBE: _____%
If MBE Sub-Goals Apply:
African American: _____% Asian American: _____%
Hispanic American: _____% Native American: _____%

I have contacted MWBOO for assistance: _____ Yes _____ No *(Check One)*
Number of MBE firms contacted: _____ *(Attach a list of names.)*
Number of WBE firms contacted: _____ *(Attach a list of names.)*

Explain why waiver is being requested:
Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:
(1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
(2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
(3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion

Signature of Authorized Company Representative Date

PART F: SUBCONTRACTOR UTILIZATION FORM

Prime Contractor's Name: _____

Contract Number and Title: _____

Total Contract Dollar Amount: _____

Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Prime Contractor's Signature

Date



Proudly Serving:

April 30, 2018

Gopher State One Call

Matthew J Youssef
Niles, Barton & Wilmer, LLP
111 South Calvert Street, Suite 1400
Baltimore, MD 21202

Inland Empire Utility
Coordinating Council

Iowa One-Call

Re: Public Information Act Request

Kansas One-Call

Dear Mr. Youssef:

Lone Star 811

In response to the Public Information Act Request dated April 27, 2018, below are the number of Maryland locate requests received by the entities in the request.

Louisiana One-Call

Subsurface Utility, LLC —
2016 - 0
2017 - 0
2018 (through 4/29/2018) - 0
No record of this company

Miss Utility, DC & MD

Miss Utility of Delmarva

Missouri One Call

Nebraska 811

Pinpoint Underground, LLC —
2016 - 386,639
2017 - 340,484
2018 (through 4/29/2018) - 93,723

New Jersey One Call

New York 811

Pro Comm Engineering and Locating Services, LLC —
2016 - 71,521
2017 - 57,155
2018 (through 4/29/2018) - 13,491
All telecommunication locates

North Dakota One Call

Northwest Utility
Notification Center

Oregon Utility
Notification Center

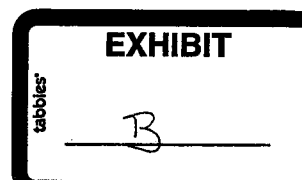
One Call Concepts Locating Services, Inc. —
2016 - 351,663
2017 - 272,978
2018 (through 4/29/2018) - 81,101

Utilities Underground
Location Center

Sincerely,

Sonia Miles
Manager, Release Management Division
One Call Concepts, Inc.
7223 Parkway Drive, Suite 210
Hanover, MD 21076

CORPORATE HEADQUARTERS
7223 PARKWAY DRIVE, SUITE 210, HANOVER, MD 21076
410-712-0082 • FAX: 410-712-0838



Matthew J. Youssef

Direct (410) 783-6357

Fax (410) 783-6452

Email mjyoussef@nilesbarton.com

*Admitted to practice in Maryland, Virginia,
Washington D.C. and New York*

April 27, 2018

VIA EMAIL ONLY

One Call Concepts, Inc.
Attn: Daniel Florenzo, Registered Agent
7223 Parkway Drive
Hanover, MD 21076
danflorenzo@mindspring.com

Re: Public Information Act Request

Dear Mr. Florenzo:

Please accept this correspondence as a request under the Maryland Public Information Act, State Government Article §10-611 *et seq.*

We are respectfully requesting all documents relating to the material in your office's possession, which reflect the number locate requests, if any, serviced by the following entities for 2016, 2017, and 2018:

- Subsurface Utility, LLC
- Pinpoint Underground, LLC
- Pro Comm Engineering and Locating Services, LLC
- One Call Concepts Locating Services, Inc.

I understand and acknowledge that there may be a reproduction fee of the documents associated with this request. Please contact me as to the total cost, if any, for all documents described above. If you have adopted a fee schedule for obtaining copies of records and any other rules or regulations implementing the MPIA, please send me a copy. If you are not the custodian of the requested documents, please provide me with the name of the proper custodian or location of these documents, in accordance with § 10-614(a)(3).

If all or any part of this request is denied I request that I be provided with a written statement of the grounds for the denial. If you determine that some portions of the requested records are exempt from disclosure, please provide me with the portions that can be disclosed. In the event that documents are not disclosed but will be disclosable at a later date, please provide me with the time that those documents will be available.

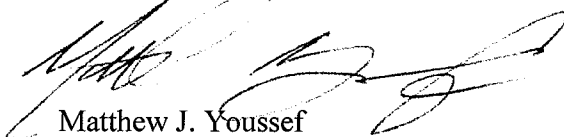
Ms. Daniel Florenzo

April 27, 2018

Page 2 of 2

In the meantime, should you wish to discuss any aspect of this request, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Matthew J. Youssef', written in a cursive style.

Matthew J. Youssef

ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is:
Subsurface Utility LLC

(2) The purpose for which the Limited Liability Company is filed is as follows:
Subsurface Engineering

(3) The address of the Limited Liability Company in Maryland is:
10130 Counselman Road, Potomac, MD, 20854

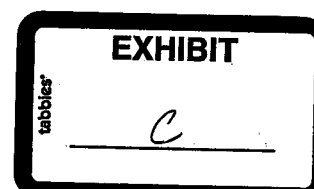
(4) The Resident Agent of the Limited Liability Company in Maryland is:
Craig Jackson
whose address is:
10130 Counselman Road, Potomac, MD, 20854

(5) Signature(s) of Authorized Person(s):
Craig Jackson

(6) Signature(s) of Resident Agent(s):
Craig Jackson

(7) Filing party's name and return address:
Craig Jackson, 10130 Counselman Road,
Potomac, MD, 20854

I hereby consent to my designation in this document.





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or **GROW** your business?

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SUBSURFACE UTILITY LLC: W18673079

[General Information](#)

[Filing History](#)

[Annual Report/Personal Property](#)

General Information

Department ID Number:

W18673079

Business Name:

SUBSURFACE UTILITY LLC

Principal Office:

10130 COUNSELMAN ROAD
POTOMAC MD 20854

Resident Agent:

CRAIG JACKSON
10130 COUNSELMAN ROAD
POTOMAC MD 20854

Status:

ACTIVE

Good Standing:

THIS BUSINESS IS IN GOOD
STANDING

» [Order Certificate of Status](#)

Business Type:

DOMESTIC LLC

Business Code:

20 ENTITIES OTHER THAN
CORPORATIONS

Date of Formation/ Registration:

03/15/2018

State of Formation:


MD

Stock Status:

N/A

Close Status:

N/A

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FOR FILING AND BUSINESS RELATED QUESTIONS

Maryland Department of Assessments & Taxation

410-767-1184 | Outside the Baltimore Metro Area: 888-246-5841

Maryland Relay: 800-735-2258

FOR TECHNICAL QUESTIONS AND SUPPORT

NIC Maryland, eGov Services Partner of the Department of Information Technology (DoIT) and Maryland.gov

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SUBSURFACE UTILITY LLC: W18673079

General Information

Filing History

Annual Report/Personal Property

Filing History

The items listed below are associated with this business.

- 👁️ – Click to view/print PDF (note: some items may not be available to view)
- 💬 – Click to view comment associated with this item

Item	Date/Time Filed	Film	Folio	Pages
👁️ ARTICLES OF ORGANIZATION	3/15/2018 1:43:00 PM			1

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Maryland Department of Assessments & Taxation
410-767-1184 | Outside the Baltimore Metro Area: 888-246-5941
Maryland Relay: 800-735-2258

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SUBSURFACE UTILITY LLC: W18673079

[General Information](#)

[Filing History](#)

[Annual Report/Personal Property](#)

Annual Report/Personal Property

Mailing Address: SUBSURFACE UTILITY LLC
SUBSURFACE UTILITY LLC
10130 COUNSELMAN ROAD
POTOMAC MD 20854

Annual Report/Personal Property Filings

Asmt. Year	Date Filed	Extension	Penalty Amount	Date Penalty Paid
2018		No		

Personal Property Assessments Summary (Select year to view details)

Asmt. Year	County Base	Town Base	Date Certified
2018	0	0	

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FOR FILING AND BUSINESS RELATED QUESTIONS

Maryland Department of Assessments & Taxation

410-767-1184 | Outside the Baltimore Metro Area: 888-246-5941

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FOR TECHNICAL QUESTIONS AND SUPPORT

NIC Maryland, eGov Services Partner of the Department of Information Technology (DoIT) and Maryland.gov

» [Click for 24/7 Support](#)

 **Maryland.gov SECURED**

From:

Subsurface Utility, LLC
10130 Counselman Rd
Potomac, MD 20854
Tel 301-765-1831

Re: Bid Protest for Solicitation B50005360 for The Department of Public Works

Date: June 26th, 2018

Buyer: Mukesh Vasavada

To:

Board of Estimates
Attn: Harriette Taylor
Clerk to the Board of Estimates
100 N. Holliday Street, Room 204
Baltimore, MD 21202

Dear Ms Taylor:

Four bids were submitted for Solicitation B50005360. Subsurface Utility, LLC was the lowest responsible bidder at \$1,251,600.00. Pro Comm Engineering & Locating Services, LLC submitted a bid at \$1,495,000 which was second. This is a savings of \$243,400 annually and an aggregate savings of \$1,217,000 for the duration of the contract. This is a significant savings for the city. Purchasing recommended Pro Comm Engineering & Locating Services, LLC. The Board should award this solicitation to Subsurface Utility.

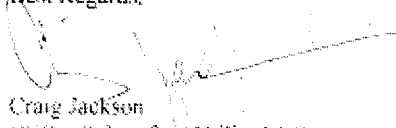
I am the sole owner of Subsurface Utility LLC and NetSystems Corporation. NetSystems has been operable for almost 20 years while Subsurface Utility is a newly created entity. There was a conscious business decision to create a new entity for this solicitation. First, Subsurface Utility will move its main office in Baltimore. This will increase the city revenue base. The company will target local residents for key personnel decisions since it will be located in the heart of Baltimore. NetSystems Corporation can't move to Baltimore because of its obligations. Therefore, Subsurface Utility was created.

Purchasing deemed Subsurface Utility referencing SW4 B-C attached below in the solicitation document as non-responsible. The company meets or exceeds all requirements in section SW4.B-C. All requested information was quickly provided to Purchasing. If Purchasing had issues, they didn't request the appropriate documents. The following documents have been attached to advocate that Subsurface Utility is responsible:

- Contract documents from the District of Columbia DOT,
- Capability Statement.

The District of Columbia Department of Transportation contract is of similar size and scope as the Baltimore solicitation. The documents listed above advocate that Subsurface Utility has the experience to fully execute the terms and conditions in the contract. Also, the company has the financial resources to purchase equipment, tools, vehicles without any third-party support.

Best Regards,



Craig Jackson
CEO - Subsurface Utility LLC
(301)765-1831

SW4. BID RESPONSIVENESS & RESPONSIBILITY

A. A Bidder is considered 'Responsive' if it has conformed and complied in all material aspects with all instructions herein, including form and substance, and has prepared, signed, assembled and submitted all documents, forms and other information required herein in the prescribed format (including electronic response if required). See the instructions, forms and checklist in Section B, below.

B. A Bidder is considered 'Responsible' if it has the experience, and the capability, integrity and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein, in accordance with all of the terms and conditions, as will be determined by the City.

C. Anyone bidding on this solicitation shall be able to clearly demonstrate, at the time of the bid submission, that they have been, and remain, in the primary business of such services/items as required in this solicitation for a minimum period of three years, and have the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract

D. Bidders are instructed to adhere to and follow all instructions in the Submission Instructions in Pt. 2 (separately attached).

SOLICITATION, OFFER, AND AWARD			1. Preference/Set Aside Open Market		Page of Pages 1
2. Contract Number	3. Solicitation Number PG-KA-2002-D-0006-LS-1	4. Type of Solicitation X Sealed Bid (IFB) Negotiated Bid (RFQ)	5. Date Issued 17-Jan-03	6. Required	7. Purchase Number
8. Address Offer To (If other than line 7) Department of Transportation Office of Contracting and Procurement 2000 - 14th Street, NW, 3rd Floor Washington, DC 20009			9. Address Offer To (If other than line 7) Department of Transportation Office of Contracting and Procurement 2000 - 14th Street, NW, 3rd Floor Washington, DC 20009		

SOLICITATION

1. Sealed offers in original unit 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Section 2 or if handwritten at the number located at 2000 - 14th Street, NW, 3rd Floor until 200 P.M. local time 20-Feb-03 (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMPR chpt 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For information or contact
 A. Name: Lisa Minor Smith
 B. Telephone (No Collect Calls): (Area Code) 202 (Number) 671-2270 (Ext) 2282
 C. E-mail Address: lisa.sm@hq@dc.gov

11. Table of Contents

(X)	Section	Description	Page	(X)	Section	Description	Page
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23
X	B	Supplies or Services and Price/Cost	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	Description/Specifications/Work Statement	7	X	J	List of Attachments	33
	D	Packaging and Marking	N/A			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	Inspection and Acceptance	14			Representations, certifications and other statements of offerors	31
X	F	Deliveries or Performance	15	X	K	Instructions, conditions & notices to offerors	35
X	G	Contract Administration Data	17	X	L	Instructions, conditions & notices to offerors	35
X	H	Special Contract Requirements	21	X	M	Evaluation factors for award	41

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment: 10 Calendar days % 20 Calendar days % 30 Calendar days % Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

Addenda Number	Date	Addenda Number	Date
<u>1</u>	<u>2-10-03</u>		

15A. Name and Address of Offeror: Net Systems Corporation
217 14th Street NW
Washington, DC 20005

15B. Telephone: (Area Code) 202 (Number) 222-2277 (Ext)

15C. Check if residence address is different from above - enter such address in schedule

16. Name and Title of Person Authorized to Sign Offer/Contract: Greg Johnson - President

17. Signature: [Signature]

18. Offer Date: 19 Feb 03

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered:

20. Amount:

21. Accounting and Appropriation:

22. Reserved for future use:

23. Submit Invoices Showin In (2 copies unless otherwise stated):

24. Administered By (If other than Item 7): Code:

25. Payment Will be Made By: Code:

26. Name of Contracting Officer (Type or Print): Jerry M. Carter

27. Signature of Contracting Officer (District of Columbia): [Signature]

28. Award Date: 7/16/03

Government of the District of Columbia
 Office of Contracting & Procurement
 DC OCP 200 (7-99)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION



Office of the Chief Contracting Officer

JUL 22 2005

Mr. Craig Jackson, President
NetSystems, Corporation
3000 Connecticut Ave., NW, Suite 113
Washington, DC 20500

Sub: **NOTICE TO PROCEED (NTP)**
Contract No.: POKA-2002-D-0008-LS-1
FY 03 Utility Marking Contract
Exercise of Option Year No. 2

Dear Mr. Jackson:

The above subject contract was executed on July 16, 2003. This is a directive that you are to comply with the NTP as follows:

- Proceed with the contract work for exercise of Option Year No. 2 beginning, July 23, 2005 through July 15, 2006.
- The Contractor is notified by the One Call Center (Miss Utility) to investigate, locate and mark District-owned utilities at the request of homeowners, excavators

Please return the enclosed copy of this Notice-to-Proceed signed and dated where indicated, by an authorized official of your firm. Thank you.

Sincerely,

Jerry M. Carter
Contracting Officer

Acknowledged by:

Craig Jackson, President
NetSystems, Corporation

7/22/05
Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION



Office of the Chief Contracting Officer

May 4, 2005

Mr. Craig Jackson, President
Net Systems Corporation
3000 Connecticut Avenue, NW
Suite 110
Washington, DC 20500

RE: **POKA-2002-D-0008-LS-1**
Utility Marking Contract
Exercise of Option Year No. 2

Dear Mr. Jackson:

The subject contract executed between Net Systems, Inc., and the District of Columbia Department of Transportation is to investigate, locate and mark D-DOT utilities at the request of homeowners, excavators and developers at the for the One Call Contractor (Miss Utility).

The District now serves thirty (30) days preliminary notice informing you of its intention to extend the term of the contract for one year, or a fraction of it, before the expiration of the contract on July 14, 2005. This notification is in accordance with the Article VIII Term of Agreement section of the subject contract. Also enclosed are various documents, which should be processed and returned to the above address by May 18, 2005.

This preliminary notice does not obligate the District to actually exercise the option. If you have any questions, please contact me at 202/671-2270.

Sincerely,


Jerry M. Carter
Contracting Officer

Enclosures:

Cost Price Certification
Affirmative Action Plan
Tax Certification Affidavit

2000 14th Street, N.W., Washington, D.C. 20009 (202) 671-2270

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION



Office of Contracting and Procurement

February 17, 2009

Mr. Craig N. Jackson, President
Netsystems Corporation
3000 Connecticut Avenue, NW
Suite 110
Washington, DC 20008

Re: **Utility Marking Contract**
Contract No. **DCKA-2009-C-0044**
FAP No.: *N/A*
Notice-to-Proceed

Dear Mr. Jackson:

The above referenced contract was executed on February 10, 2009 and this is a directive that you are to proceed with the contract work on February 17, 2009.

In accordance with Section F-Deliveries or Performance, § F.2, Term of Contract of the contract proposal, you will prosecute same in such manner as to complete all work on or before August 10, 2009 (within Six (6) consecutive calendar months). This is in accordance with the terms of your contract with the District of Columbia for the execution of the work.

Please acknowledge the receipt of this Notice to Proceed (NTP) by signing in the space indicated, by an authorized official of your firm.

Sincerely,

Jerry M. Carter
Contracting Officer

RECEIPT ACKNOWLEDGED:

Received by:
Signature of Company Official

Date:

NETSYSTEMS CORPORATION

Technology Leader

NetSystems

Capabilities Statement

Address: 3000 Connecticut Avenue, NW
Suite 110
Washington, D.C 20008

Web: www.netsystems.ws

Telephone: (202) 248-0092
Facsimile: (202) 248-0178
Contact: Craig X. Jackson

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Overview

Headquartered in Washington D.C., NetSystems is a dynamic, competitive organization dedicated to providing quality utility locating services since 2002. We have a solid commitment to excellent, safe, dependable and accurate locating services that remain unequalled.

Vision and Objectives

Our vision is to provide the best utility locating services in the country, sterling leadership in the industry and engender an unsurpassed business commitment. We seek, find, develop and procure the best facility locating technology to provide accurate solutions for our clients. The ultimate objective is to provide damage prevention of clients' facilities.

Areas of Expertise

- Facility Locating and Marking
- Management Consulting
- Application Development & Integration
- IT Training
- Temporary Staff Services

NAICS Codes

- 561990 - Locating underground utility lines prior to digging
- 541990 - All Other Professional, Scientific, and Technical Services
- 541690 - Other Scientific and Technical Consulting Services
- 541330 - Engineering Services
- 541512 - Computer Systems Design Services
- 541511 - Custom Computer Programming Services
- 561320 - Temporary Staffing Services

Certifications

- District of Columbia Local Small Disadvantaged Business Enterprise Certification #: L533448022010
- Virginia Disadvantaged Business Enterprise Certification #: 658134
- Metropolitan Washington Unified Certification Program(MWUCP) Disadvantage Business Certification #: 06-0785-1

Major Clients

- District of Columbia - Department of Transportation
Washington, DC
- District of Columbia - Department of Public Works
Washington, DC

Facilities

NetSystems is headquartered in Washington, D.C. The company maintains vehicles and other equipment in the District of Columbia that are used for daily operations. There are several computer systems located at this office for support staff like dispatchers, operations managers and field supervisors.

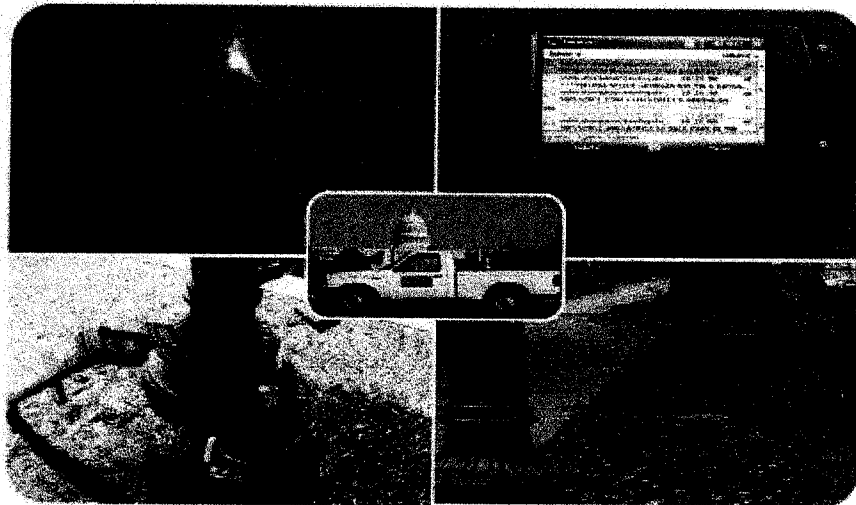
Our secure dedicated servers are located in Corvallis, Oregon and they are configured for scalability to support multiple locations. We maintain two servers at different data centers on separate power grids to support redundancy.

In Mount Bethel, Pennsylvania, the company stores additional vehicles and equipment that are immediately available for new projects.

Operations

From inception, NetSystems devised a scalable and flexible operation predicated for future expansion. The following procedures have been implemented to create an extensible operation that will support new projects:

- Redundant data centers and scalable servers that can support additional projects.
- Ticket Management System (TMS) was written in-house and can easily be modified to receive tickets from any One Call Center.
- Due to our state of the art training facility and in-house utility marking expertise, we have a one-week turnaround for placing new technicians in the field.
- We can quickly and easily mobilize additional trucks and equipment for new projects from our Pennsylvania location.
- Financially, the company is well capitalized and completely debt free giving us the flexibility to support additional projects.



Management and Staff

President and Founder, Craig Xavier Jackson brings significant technology related managerial experience to this position. Prior to starting NetSystems, Jackson founded GUI Systems, a successful computer consultant company. Jackson was responsible for the design, development and implementation of the company's Ticket Management System. He has also accumulated over 7 years of experience in the utility locating industry. Jackson has performed all of the duties from field technician to operations manager as well as dispatcher.

Lawrence Bowlding joined NetSystems with over 5 years in the utility locating industry. He worked two years as a supervisor for UtiliQuest, the largest locating company in the country. Bowlding brings a vast knowledge of utility locating and marking experience. He has an impeccable record without damages. He currently serves as a field supervisor for the company.

Carolyn Jackson has been with NetSystems from its inception. She worked for many years as a computer professional specializing in systems, business analysis and project management. Ms. Jackson has an advanced business degree and is responsible for overall management of daily accounting functions.

Employees are hired based on their educational and work experience. Professional staff have a minimum requirement of a Bachelors degree and three years experience in their area of expertise. The company shall substitute each year of post secondary education for one year of work-related experience. Field technicians have a minimum of a high school degree and a minimum of three years of work experience.

Organizational Chart

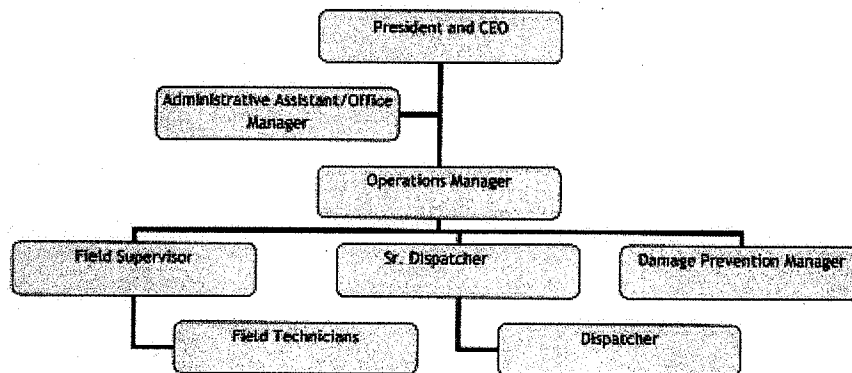




Fig. 1
Digging near unmarked
underground facilities can lead
to catastrophic consequences
as shown in this picture.

Fig. 1

Damage Prevention

Damage Prevention is the primary objective for marking underground facilities. Accidental contact with underground facilities can be dangerous and could cost millions of dollars in repairs and delays associated with the accident. Time spent properly locating and marking facilities before starting construction can significantly lower the risk. For example, when a gas line running beneath a major highway is punctured due to incorrect or a lack of markings, utilities incur costs that go far beyond the simple loss of service caused by this event.

The job of locating underground facilities today requires more skill than ever due to the proliferation and increased sophistication of utility connections caused by economic development and technological advances. Locating companies must be willing and able to attract and retain enough skilled technicians to provide accurate and prompt service. NetSystems ensures ongoing availability of qualified, committed field technicians by maintaining an employee support and training program that is second to none.

Quality Control

Our Quality Control system is at the cornerstone of our success in the utility marking industry. We value a stringent and cogent Quality Control process. NetSystems has successfully implemented a two-pronged approach to quality control. On one hand, Ticket Management System (TMS) accommodates Quality Control via software using quantitative and qualitative analysis. On the other hand, field supervisors conduct random site visits to verify the accuracy of locates and markings.

Global Positional Systems (GPS) serves as vital ingredient of our Quality Control plan. All vehicles are installed with the latest GPS hardware that provides a real-time view of technicians in the field. Dispatchers can easily re-route technicians to emergency or high priority tickets due to this real-time capability. Quality Assurance is enhanced greatly from the GPS since the dispatchers can confirm their locations with the work requests in TMS.

Insurance

The company is fully insured in all facets of its business.

- **Automobile Insurance**

- \$1,000,000 Bodily Injury and Property damage per person/occurrence combined limits.

- **General Liability**

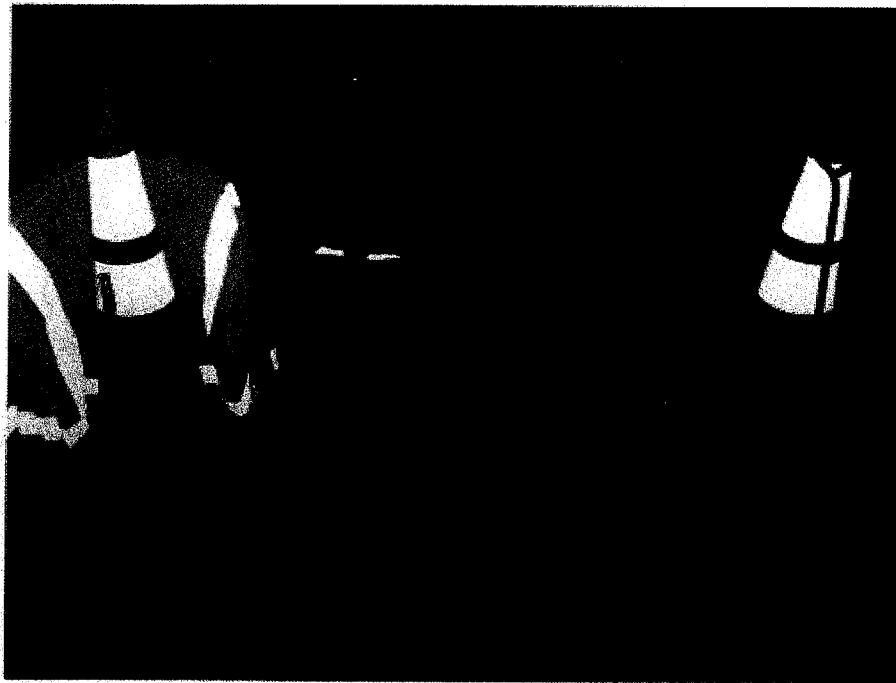
- \$2,000,000 per person/occurrence
 - \$2,000,000 personal injury/person
 - \$4,000,000 Products/Completed Operations Aggregate
 - \$ 300,000 damages to rented premises/occurrence
 - \$ 5,000 medical expenses/person

- **Property Damage Liability Insurance**

- \$50,000.00 limit

- **Workers Compensation**

- \$1,000,000 each accident
 - \$1,000,000 disease per employee
 - \$1,000,000 disease policy limit



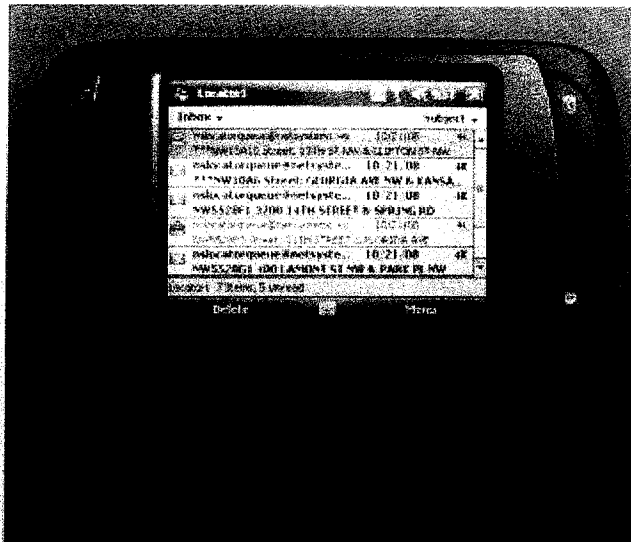
Safety

NetSystems conforms to Occupational Safety and Health Administration (OSHA) requirements. We take safety seriously.

1. Company Safety Procedures

- Technicians are required to attend an in-house safety course annually.
- Safety manager shall perform random checks.
- Technicians with three safety violations shall be terminated.
- Fleet Management System with GPS provides safety data about the vehicle such as speed, maintenance and accidents to the dispatcher.

Technology



Our mission to lead the industry in delivering the best utility marking services is accomplished through our technological innovations. Our technology is the best in the industry.

- **Ticket Management System (TMS)**

TMS was developed in-house with innate flexibility that enables custom modifications to client specifications. It tracks marking requests from the time they are received from a One Call Center to their completion in the field. Damage control is enhanced through our ability to perform quantitative and qualitative analysis on all marking requests.

- **Dedicated Server**

Using the latest release of Linux, the latest release of Webmin (Complete system administration via the web!), an AMD Athlon 64 5600+ Dual-Core processor, 2 GB of DDR2 RAM, DUAL RAID 1 enabled 160 GB SATA Harddrives, and an nVidia gigabit network interface and a server that will run circles around the competition.

- **Connection**

We use a high-bandwidth fiber-optic connection so that our server will respond quickly and reliably. In addition, it is plugged into a UPS (Uninterruptible Power Supply) virtually guaranteeing a minimum of downtime.

- **PDA (Portable Digital Assistant)**

Utility marking requests, pictures, phone calls, maps and technicians' responses from the field are integrated on a single handheld device - PDA. Our Ticket Management System integrated with PDAs leapfrogs the competition with unparalleled efficiency and performance.

- **Fleet Management System**

Fleet Management System (FMS) with GPS technology provides an array of managerial functions that include efficiency, productivity, driver management, diagnostics and safety management as well as real-time tracking of field technicians. Dispatchers utilize the real-time tracking feature to re-route technicians for emergency and high-priority tickets.

- **Locating Equipment**

Only the most accurate and reliable locating equipment is used. For every client, we test most equipment to determine the most reliable and accurate instrument for a specific location and utility; however, our competitors use their existing equipment for all clients.

Training

Technicians are trained in-house with the latest locating theory and equipment. We emphasize the significance of using different locating methods under prevailing conditions. Since field work is essential for successful locating, technicians spend over 90 percent of training in the field. This ensures confidence and accuracy from all technicians.

Customer Support

Did you call your utility locating company and receive a Call Center? Are you still waiting for your utility locating company to return your phone call? We answer our phones directly 24 hours and 7 days a week. You will never wait for a return call from us.

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President: "The second item on the non-routine agenda can be found on Page 98, item 4, Bureau of Procurement, Recommendation for Contract award B50005360, Underground Utility Locating Services. Will the parties please come forward?"

Erin Sher Smyth, City Purchasing Agent: "Good morning"

President: "Good morning."

City Purchasing Agent: "Would you like me to re-introduce myself?"

President: "Yes."

City Purchasing Agent: "Erin Sher Smyth, City Purchasing Agent, Bureau of Purchases, sorry Bureau of Procurement, Department of Finance. This is another case of the incumbent protesting, I believe in their protest, they have stated that they have had this contract since 1992. Ah -- my records don't go back that far, so um -- I -- I will believe them on that. Um -- this -- we received several bids in this case, and both the recommended awardee and the low bid and actually and the incumbent all submitted protests, ah -- in anticipation of the low um -- price to vendor winning the award. We actually agreed with the second low bidder that the -- the lowest bid did not demonstrate experience. They -- they

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actually didn't give us anything in their bid that was sufficient to determine. When we followed up, they gave some documentation, but we were unable to validate that documentation with DC Department of Transportation. They didn't recall using the vendor, they didn't -- they couldn't say ah -- the quality of work or really whether they got any assignments under the contract. Additionally, the most recent document we are given goes only ah -- as back to 2009 and nothing more recent. On the other hand, the second low bid, while a new bidder and ah -- I'm excited that we did get so many bids on this, um -- they did demonstrate that while they don't have a client as large as the City, they have been -- doing this business for the required time period with very positive references for both government and private clients. For these reasons, I recommend that you reject the award of the incumbent One Call and award to Pro Comm."

Lorenzo Bellamy: "Good morning Mr. President, Madam Mayor, Madam Comptroller, members of the Board, Lorenzo Bellamy on behalf of One Call Concepts Locating Services. Protesting ah -- the recommended award to ah -- Pro Comm. You have a copy of our initial ah -- protest that was filed on May 29th, you also have our

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supplemental protest filed on June 26. Um -- before I proceed um -- I'd like to entertain at least offer um -- three motions for you to consider. The first motion would be and I know this is ah -- ah -- maybe unconventional would be to award the bid to us based on our two um -- submissions our protest. The second motion would be to um -- rebid this ah -- this ah -- this awa -- this procurement based on our protest, based on now we received the um -- sub -- Subsurface Utility protest as well ah -- and then the third would be to defer this pro -- ah -- award given the fact that you know we can obviously make the argument as to why you should award this us. Why it should be rebid um -- I have Matthew Youssef here who is Counsel for the company who can talk more about -- about this if you wish. Um -- but first I'd like to at least entertain those three motions and -- and -- then we can proceed depending on your decision."

City Solicitor: "Mr. President, the -- the motion is not well taken to the Board."

President: "There is no motion."

City Solicitor: "The -- the -- the Board might treat -- might treat the motion as a request. Ah -- perhaps start with the

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request for a postponement. The -- the protest itself is seeking ah -- the award to the protestant. So, that's the matter before the Board. With regard to the postponement, it's up to the Board whether to continue the matter. But there is no motion from the Board itself to continue it."

President: "Well, we're going to move on."

Mr. Bellamy: "Okay. Are you done?"

City Purchasing Agent: "Mhm."

Mr. Bellamy: "Yeah, okay. With that um -- Mr. President, I'd like to introduce Matthew Youssef to argue why we believe this award should be ah -- made to us, and then obviously the subsequent motions as well. So, Matthew."

Mr. Matthew Youssef: "Good morning."

President: "Good morning."

Mr. Youssef: "Madam Mayor, Madam Comptroller, President and members of the Board. Thank you for your time this morning I appreciate it. My name is Matthew Youssef."

Comptroller: "State your name."

Matthew Youssef: "My name is Matthew Youssef. I'm an attorney for One Call Concept Locating Services, Incorporated. They are the

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incumbent bidder as we -- and we do believe that the record does reflect we do have more experience, but that is not the primary basis of our protest. Over the course of our uh -- my client's operation of the contract, they developed a software and an operating sys -- billing system with the City that allowed them to ah -- synchronize the number of excavators that are billed to the City. Ah -- that process, that software the changing from the information of tickets billing back to the City Billing Office so that they can be excavators for those locates -- for that contract and service is done at about 12 to 20,000, 15,000 times a month. And at the end of each month those locating servicers are provide -- ah -- invoices are pr-- provided to the City Billing Department, which then allows the City to turn -- turn to bill those locates to the -- inv -- contractors that requested them. That process that square hole to a round peg ah -- square -- square peg to a round hole took about two years for my client to develop. We don't assert here that another company couldn't do that. We don't assert that we are unique -- for all of time and being able to do that. But, what we do assert is that that billing process, that technical capacity that is part of our co -- contract is not in the

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solicitation. When we appeared for the bidding process and meeting of the bidders, we raised that issue. We raised that concern, that this technical aspect of the contract wasn't included in the con -- in the solicitation. We were told that it would be reviewed during the course of the award. When we saw the other awardees presented, the other offeror's um -- who opened -- who presented bids, we realized that they didn't have the information necessary to develop the software on their own. They haven't communicated with Mr. Tody and they haven't communicated with the City Billing Department. If I may, ah -- I did bring copies of the report that my client had prepared from January to April, showing the amount of um --. The Board's indulgence for a moment. Showing the amount of tickets that we used. In January, 12,598 excavator invoices were submitted to the City. The City Billing Department, then in turn invoices those um -- information to the excavators. That invoicing takes place between \$15.00 and \$35.00 depending on the specifics of that locate. If the new contractor cannot have that um -- report to the City Billing Department, they're not going to be able to invoice those excavating tickets. And that is what uh -- One Call Concepts bringing to the City and alerting us to this

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concern. Our bid is \$46,000.00 more than Pro Comm's over the course of three years. If we were to -- with these submissions invoiced submissions over the course of six months, those invoices total assuming the lowest invoice price of \$15.00 uh -- an invoice, \$950,000.00 over six months, \$2,000,000.00 over a year. And over the course of th-- three years that extrapolates out, it could potentially be ah -- ah -- \$6,000,000.00 issue. And so, when we look at our bidding discrepancy, we don't think that ah -- we've over bid or that we've presented a higher price, we've presented a price that relates to the work that we are doing. We don't think it's fair to the other offerors are being compared to our bid because they don't have the information about how that billing process works. That wasn't part of the solicitation. If we -- so what we're bringing the Board and part of the heart of our protest is either, the Board reviewing all the facts recognizes that my client is the most experienced and capable of producing what the City needs and has done so for 20 years or ah -- submit the matter to re-solicited under a con - under a solicitation that includes this aspect, so that the City can protect its billing process. Thank you for the Board time."

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City Purchasing Agent: "I would like to respond shortly that this was taken into account. The ability to invoice and it was determined that it was not to the level as argued by the incumbent, that ah -- it does not require software that takes two years to develop, but is a much more simple matter of regular reporting. Ah -- but I would like to ah -- let the recommended awardee speak to that as well as his attorney."

Ms. Senchal Barrolle: "Good morning again, Mr. President, Madam Mayor, Madam Comptroller, members of the Board. Senchel Barrolle of the Law Office of Robert Fulton Dashiell here with ah -- Pro Comm Engineering and Locating LLC, ah -- the proposed awardee in this matter. In response to the protestant we assert ah -- again one that the cost of billing is not as they aver and also that the recommended awardee actually does have its own software and the ability to bill in conformity with the requirements of the solicitation and also, highlighting that to the extent that the protestant has claimed in its protest letter that additional costs may accrue to the City. His letter also includes the portion of the solicitation which expressly states that ah -- the software will be installed at no charge to the City and so on that basis,

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we don't believe that that is a valid consideration or concern that the Board should be ah -- pre-occupied with or use as a basis to reject the proposed awardee and um -- just briefly Mr. President, if you would allow I will let ah -- Pro Comm speak to the system that it has in place with respect to that technical aspect. Thank you Mr. President."

Mr. Wayne Kacher: "Good morning. My name is Wayne Kacher ah -- Pro Comm Locating and Engineering Services. Our primary location -- we're out of Joppa Maryland. Um -- right now we -- we do have software that ah is -- is capable of exporting all the contractors, all calls, all information that the City needs to a -- a specific sheet that can be sent to the City ah -- so, they can do their invoicing. That is -- that is definitely not an issue. Definitely not an issue. We do have the software."

Ms. Barrolle: "Thank you Mr. President."

President: "Are there any questions?"

Ms. Sher Smyth: "I would like to note that there is a one month overlap between these two contracts which will allow time to ensure that all the information is flowing correctly."

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Mr. Bellamy: "Mr. President, if I may have someone comment on Ms. Sher's comment about the actual technicality of the billing ah --- software and the billing situation I don't think is as simple as -- as ah -- had been explained. Jason introduce yourself."

Mr. Jason Wedding: "I'm Jason Wedding, Operations Manager for One Call Concepts Locating Services. Good morning Madam Mayor, Madam Comptroller, Mr. President, the Board. Ah -- thank you for the opportunity to speak. These gentleman were obviously employed to help make the case, because this is not a venue that we are normally found and comfortable with. But, explaining how we do things to do those that have never touched it, is a little difficult at times. And then we are tasked to try to bring that understanding to you in just a few minutes. The two years that it took to develop this was a cooperation between the Maryland Miss Utility Call Center, the vendor that supplies our software, our own internal programmers and City personnel. Can this be duplicated? Certainly, and I have no doubt the Pro Comm has people and can find people to do this. That's never been our argument. The situation that we are looking at, the potential loss of revenue based on this reporting and this

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specialized formatting, so City personnel does not have to process anything. The data is sent. Automatically sent through City systems, invoices are generated. That was the process that we worked through for two years to eliminate the personnel requirements on the City's behalf. The funds that are generated by these invoices sent to excavators fund this contract. That's -- that was the whole purpose. The City is allowed by law to -- to invoice. Potential savings or -- or loss of revenue is the concern. At the lowest rate, if it took six months, the City would lose the -- the -- option of re -- of obtaining that \$950,000.00 in revenue, but still required to pay their contractor for the services they performed to protect the facilities and the infrastructure of the City. Again, we are not saying that it is going to happen, we're saying that - - that is something that must be considered in dealing with all the facts."

Ms. Sher Smyth: "I would like to offer that in the event that at the end of the one year um -- month transition phase, the information isn't properly being imported, ah -- at DPW, then we would request an extension of the incumbent's contract to allow for that, if that were the case."

MINUTES

President: "Okay. Final argument."

Mayor: "Yeah."

Mr. Youssef: "I don't have a -- you know -- what I was, the only I would add if -- if -- if I may is just in terms of a visual that helped me understand -- what um -- it provide -- and I don't have enough copies for the entire Board, but it's a four page printout of what is ticketed out from a Miss Utility incident. So, each one of these locate services get requires this report that gets provided to my client or whichever contract holder. Ultimately at the end of each month, they provide a couple hundred page report that turns this four page thing into two lines of ah -- code that fits into there. Um -- and so those two lines are kind of a text format document that gets sent to billing and allows them to do what they need to. Understand that and seeing how hard it was to simply pull this up and to have all this information organized this way is part of what we think should have been addressed in the solicitation or raised during the bid process. We thank the Board for its time and consideration for reviewing our matter."

President: "Thank you. I'll entertain a Motion."

MINUTES

City Solicitor: "Mr. President ah -- I will move that the Board reject the protest as unfounded. That the Board deny the request for a postponement. That the Board deny the request for rebidding, and that the recommendation of Procurement be adopted and the award made to Pro Comm Engineering, subject to the prerogative of Procurement to come back to the Board within 30 days after the commencement of the contract as indicated."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed NAY. The motion carries."

* * * * *

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Procurement - cont'd

- 5. B50005408, SCBA (Self Contained Breathing Apparatus Units for Chlorine Monitoring) **REJECTION** - Vendors were solicited by posting on the CitiBuy website. The two bids received were opened May 4, 2018. Upon further review of the bids, specifications, and questions by the agency, it was discovered that the City of Baltimore already has an existing contract. The current vendor, Draeger Inc., Contract No. B50001868 - SCBA Equipment & Supplies, can supply the required services at a cheaper price. Therefore, it is recommended the Board reject all bids.

(Department of Public Works)

Department of Transportation

- 6. TR 16303, Resurfacing Franklin Street from MLK Jr. Boulevard to Edmondson Avenue P. Flanigan & Sons, Inc. \$3,499,679.00

DBE PARTICIPATION:

DBE: B & J Sweeping & Sons, Inc.	\$ 31,000.00	0.89%
CBY Enterprises, Inc.	65,025.00	1.86
Fallsway Construction Co., Inc.	65,025.00	1.86
Priority Construction Corporation	650,012.00	18.57
SS Trucking, LLC	65,025.00	1.86
	<u>\$876,087.00</u>	<u>25.04%</u>

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation - cont'd

7. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$2,535,000.00 FED	9950-914051-9509 Constr. Res. - Federal Routes Reconstr. SW	
824,691.84 FED	9950-909046-9509 Federal Routes Reconstr. SW	
839,922.96 <u>State Rev.</u>	9950-903550-9509 Neighborhood Street Reconstr.	
\$4,199,614.80		
\$3,499,679.00	-----	9950-907760-9514-6 Structural & Improvements
349,967.90	-----	9950-907760-9514-5 Inspection
349,967.90 <u>\$4,199,614.80</u>	-----	9950-907760-9514-2 Contingencies Franklin-MLK-Edmondson

This transfer will fund the costs associated with award of TR 16303, Resurfacing Franklin Street from MLK Jr. Boulevard to Edmondson Avenue.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of General Services

8. GS 15823R, Courthouse East Roof Replacement SGK Contracting, Inc. \$2,019,000.00

MWBO SET GOALS OF 27% FOR MBE AND 6% FOR WBE.

MBE: GML, LLC dba J.D. \$545,130.00 27.00%
 Belfield Enterprises, LLC

WBE: Roane's Rigging and Transfer Company, Inc. \$121,140.00 6.00%

MWBO FOUND VENDOR IN COMPLIANCE.

9. GS 14800R, Mitchell Courthouse 3rd & 4th Floor Courtrooms Trionfo Builders, Inc. \$2,505,000.00

MWBO SET GOALS OF 37% FOR MBE AND 12% FOR WBE.

MBE: Spears Mechanical Contractors, Inc. \$426,000.00 17.00%

 Master Builders Construction Company, Inc. 501,000.00 19.96%

Total **\$927,000.00** **36.96%**

WBE: JD Carpets, Inc. \$ 86,500.00 3.45%

 HMC, Inc. 214,494.32 8.56%

Total **\$300,994.32** **12.01%**

MWBO FOUND VENDOR IN COMPLIANCE.

MINUTES

Department of Law - Settlement Agreement and Release

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Settlement Agreement and Release of an action brought by Marlow Humbert against the Mayor and City Council of Baltimore, former Mayor Sheila Dixon, former Mayor Martin O'Malley, the Baltimore City Police Department, former Police Commissioner Frederick Bealefeld and several Baltimore City police officers and detectives for alleged violations of his federal due process right to a fair trial. Mr. Humbert alleges that as a result of the acts and omissions of the police officers and detectives, he was wrongly identified, accused, arrested, charged and incarcerated for more than one year for an alleged rape that occurred in April 2008.

AMOUNT OF MONEY AND SOURCE:

\$2,000,000.00 - 2045-000000-1450-716700-603070

(to be paid in one lump sum in fiscal 2018 or fiscal 2019)

BACKGROUND/EXPLANATION:

This settlement recommendation is made after a thorough and careful consideration of the procedural posture and substantive issues in this case, which is now pending in the United States District Court for the District of Maryland. Although the Baltimore City Police Department and the detectives who have been sued in this action dispute virtually all of the material facts alleged by Mr. Humbert ("Plaintiff"), the recommendation to settle this action is rooted in the following background factual allegations which are the factual allegations on which the Supreme Court of the United States denied the defendants' petition for a writ of certiorari:

On April 20, 2008, a graduate student at the Maryland Institute, College of Art in Baltimore, Maryland was returning to her apartment in the Charles Village neighborhood in Baltimore when a man followed her through the doorway. She greeted him and got a clear look at his face. The man then donned a mask, pulled out a gun, and forced the woman into her apartment. He raped her. In addition to the

MINUTES

Department of Law - cont'd

mask, the man wore gloves and a condom. The Baltimore Police Department's ("BPD") Sex Offense Unit responded to the 911 call. Prior to this incident they had been investigating a serial rapist plaguing the Charles Village neighborhood that spring. The pattern of the April 20, 2008 rape was similar in that the serial rapist followed women home, gained entry to their residences, and then raped them. The BPD assigned the investigation to Sex Offense Unit members Detective Dominick Griffin, Detective Caprice Smith and Sergeant Chris Jones.

In her interview with police immediately after the attack, the victim described her attacker as an African-American male, in his late thirties to early forties, standing 5'7" to 5'9", clean cut, with short hair and of medium build. The victim later testified that Sergeant Jones asked her repeatedly whether her attacker was homeless.

The victim was an accomplished portrait artist, and had seen her attacker's face before he donned the mask. Later in the evening of the attack, the victim drew a sketch of her attacker's face. Because BPD regulations required a BPD sketch artist to make the official composite sketch, the next day Detective Griffin took the victim to a police sketch artist to assist in creating the composite. The BPD artist worked with the victim to create a sketch from the victim's description. The victim, as she later testified at trial, was initially unhappy with the sketch that the BPD artist made, finding it too "generic". So, she worked with the sketch artist to redraw parts of the sketch so that it looked as close to her attacker as possible. Specifically, the victim redrew the alleged attacker's nose, which she said was one of her attacker's distinctive features. She later testified that she was satisfied with the sketch once she had made it more accurate.

The BPD reproduced the composite sketch on fliers that also contained the victim's description of her attacker. The victim said that she recognized the sketch that she helped to

MINUTES

Department of Law - cont'd

draw "as the composite sketch on the wanted flyer." The BPD distributed the flyer throughout the area near the victim's home. Eight days after the attack, another BPD officer, who was never a party to this case, stopped Mr. Humbert on the street near the victim's home. When stopped, Mr. Humbert was wearing a woman's stocking on his head. The officer stopped Mr. Humbert because he matched the composite sketch and the victim's description of her attacker, and because of his geographic proximity to the location of the attack. The officer showed Plaintiff the composite drawing and photographed him.

This photograph was placed in a photo array book, which also contained the photographs of sex offenders recently released from custody and of other potential suspects. Detectives Smith and Griffin showed the photo array book to the victim on May 9, 2008. The Officers had previously showed the victim two other groups of photos of potential suspects, one a collection of six photos, the other a photo array book. When presented with the third photo array, immediately upon seeing the photo of the plaintiff, the victim made an emotional and emphatic identification of the plaintiff as her attacker. The victim jabbed the plaintiff's photograph with her finger, exclaimed "That's him", pushed the book out of her sight, and began crying. Detective Smith asked her to finish reviewing the entire book, and after she had done so, she returned to the photograph of the plaintiff and wrote "that's him" on the back and signed her name. Only then did the victim tell Detectives Smith and Griffin that she wanted to see the plaintiff in a line-up and to hear his voice in order to be positive of her identification.

Detectives Smith and Griffin informed Sergeant Jones of the victim's emotional identification of the plaintiff. However, there is no evidence that they ever informed him of her request for a line-up. The only evidence that Sergeant Jones knew that the victim had any uncertainty was his testimony that she told him only after respondent had been arrested that she was unsure about the identification but would testify against him if they had DNA evidence.

MINUTES

Department of Law - cont'd

Later that same day, May 9, Detective Smith swore out an arrest warrant application for Plaintiff's arrest. Detective Griffin gave input. Sergeant Jones reviewed and approved the arrest warrant. Each of the Officers believed that he or she possessed sufficient facts to constitute probable cause to arrest the plaintiff. The application was submitted to a court commissioner who agreed, and issued the arrest warrant. Thereafter, the BPD arrested plaintiff who then spent the next fifteen months in jail awaiting trial.

Trial was postponed multiple times. Prior to the trial ever taking place, an Assistant States Attorney informed the victim that no DNA from the rape kit associated with the crime matched Plaintiff. Thereafter, the victim informed the Assistant States Attorney that she was no longer willing to testify against the plaintiff. Consequently, on July 30, 2009, the prosecutor entered a *nolle prosequi*. Plaintiff was then released from custody after having spent fifteen months in jail.

On February 17, 2011 Plaintiff filed a 19-count complaint against the defendants, claiming ten million dollars in damages under various state and federal laws. Defendants filed a motion to dismiss that was successful as to some defendants but not all. The remaining defendants then filed a motion for summary judgment, which the court granted in part and denied in part. Of note was the Court's ruling finding that the Officers had violated the Plaintiff's Fourteenth Amendment rights by failing to disclose the DNA lab results excluding Plaintiff as a contributor to the victim's rape kit.

Plaintiff's damages claims against the defendants proceeded to trial in the United States District Court for the District of Maryland (Northern). The jury returned a verdict in favor of Plaintiff and against the defendants. The jury's general verdict awarded Plaintiff \$800,000 in actual damages and \$1.5 million in punitive damages for a total damages award of \$2.3 million on the Section 1983 malicious

MINUTESDepartment of Law - cont'd

prosecution claim. It is important to note that the jury did not make a finding of actual malice as to any of the defendants.

Thereafter, the defendants moved for judgment as a matter of law on all claims. The District Court granted the motion, stating that based on the evidence presented and the jury's factual findings, as a matter of law the warrant application, even when corrected to account for the failure to mention the victim's desire for an in-person identification, was supported by probable cause. Further, because there was probable cause, the court found that there was no constitutional violation and that the Officers were therefore entitled to qualified immunity on the Section 1983 claims. The court struck the general verdict awarding Plaintiff damages, and granted the Officers' request for judgment as a matter of law on those claims as well.

Plaintiff appealed the trial court rulings. The Court of Appeals reversed the judgment of the District Court and remanded with instructions to reinstate the \$2.3 million jury award. Defendants appealed. That appeal failed. Defendants then filed with the Supreme Court of the United States a petition for a writ of certiorari. That petition was denied.

Having exhausted all appeals and with the jury verdict standing in addition to the imposition of attorneys' fees and interest on the judgement, the Defendants entered into negotiations to settle the claim. The settlement negotiations resulted in a compromise of the payment to the Plaintiff and his counsel down to \$2 million.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Settlement Agreement and Release of an

MINUTES

Department of Law - cont'd

action brought by Marlow Humbert against the Mayor and City Council of Baltimore, former Mayor Sheila Dixon, former Mayor Martin O'Malley, the Baltimore City Police Department, former Police Commissioner Frederick Bealefeld and several Baltimore City police officers and detectives for alleged violations of his federal due process right to a fair trial. The President **ABSTAINED**.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Public Works</u>			
1. Rudolph S. Chow	NACWA 2018 Utility Leadership Conference Boston, MA July 22 - 26, 2018 (Reg. Fee \$925.00)	General Funds	\$2,838.22

The registration costs of \$925.00 for Mr. Chow was prepaid using a City-issued procurement card assigned to Binta Gallman. Therefore, the disbursement to Mr. Chow is \$1,913.22.

Police Department

2. Jan Bryant	EEOC's 2018 Excel Training Conference Washington, DC July 9 - 12, 2018 (Reg. Fee \$1,500.00)	Asset Forfeiture Fund	\$2,309.70
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The registration costs of \$1,500.00 for Ms. Bryant will be paid using an Expenditure Authorization after Board approval. Therefore, the disbursement to Ms. Bryant is \$809.70.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Audits</u>			
3. Audrey Askew	AICPA Governmental Accounting and Auditing Update Conference Washington, D.C. Aug. 13 - 15, 2018 (Reg. Fee \$1,065.00)	General Funds	\$1,652.01

The registration fee in the amount of \$1,065.00 was prepaid using a City-issued procurement card assigned to Abraham Elgamil. Therefore, the disbursement to Ms. Askew is \$587.01.

4. Trevon Tillman	AICPA Governmental Accounting and Auditing Update Conference Aug. 13 - 15, 2018 Washington, DC (Reg. Fee. \$1,365.00)	General Funds	\$1,952.01
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The registration fee in the amount of \$1,365.00 was prepaid on a City-issued credit card assigned to Mr. Abraham Elgamil. Therefore, the disbursement to Mr. Tillman is \$587.01.

MINUTES**RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT**Office of the State's Attorney for Baltimore City

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
5. Natalie Amato	Prosecuting Sexual Assault & Related Crimes Course Long Beach, CA Aug. 13 - 18, 2017 (Reg. Fee \$835.00)	General Funds	\$2,511.78

Ms. Amato traveled to Long Beach, California to attend the Prosecuting Sexual Assault & Related Crimes Course.

The subsistence rate for this location was \$222.00 per day. The hotel rate was \$120.00 per night, plus \$18.46 per night for hotel taxes.

The airfare in the amount of \$581.40, the hotel costs, and the hotel taxes were prepaid on a City-issued credit card assigned to Ms. Robin Haskins. The registration fee in the amount of \$835.00 was prepaid by Expenditure Authorization No. EA 000210954. Ms. Amato personally incurred the costs of meals and incidentals and ground transportation. Therefore, Ms. Amato requests reimbursement in the amount of \$403.08.

TRAVEL REIMBURSEMENT

\$350.76 - Meals and Incidentals
<u>52.32</u> - Ground Transportation
\$403.08 - Total Reimbursement

The travel request is late because the delay in receiving the grant award did not permit time to obtain Board approval prior to the trip. The agency apologizes for the delay.

MINUTES**RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT**Office of the State's Attorney for Baltimore City - cont'd

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
6. Tonya Bland	Prosecuting Sexual Assault & Related Crimes Course Long Beach, CA Aug. 13 - 18, 2017 (Reg. Fee \$835.00)	General Funds	\$2,404.27

Ms. Bland traveled to Long Beach, California to attend the Prosecuting Sexual Assault & Related Crimes Course.

The subsistence rate for this location was \$222.00 per day. The hotel rate was \$120.00 per night, plus \$18.46 per night for hotel taxes.

The airfare in the amount of \$600.00, the hotel costs, and the hotel taxes were prepaid on a City-issued credit card assigned to Ms. Robin Haskins. The registration fee in the amount of \$835.00 was prepaid by Expenditure Authorization No. EA 000210958. Ms. Bland personally incurred the costs of meals and incidentals. Therefore, Ms. Bland requests reimbursement in the amount of \$276.57.

TRAVEL REIMBURSEMENT

\$276.57 - Meals and Incidentals

The travel request is late because of the delay in receiving the grant award did not permit time to obtain Board approval prior to the trip. The agency apologizes for the delay.

MINUTES**RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore City Office of Information Technology</u>			
7. Frank Johnson	Gartner CIO Leadership Forum Phoenix, AZ Feb. 25 - 27, 2018 (Reg. Fee \$835.00)	General Funds	\$1,164.35

Mr. Johnson traveled to Phoenix, Arizona to attend the Gartner CIO Leadership Forum.

The subsistence rate for this location was \$233.00 per day. The hotel rate was \$174.00 per night, plus \$24.22 per night for hotel taxes.

The airfare in the amount of \$833.98 was prepaid on a City-issued credit card assigned to Ms. Charmaine Baker. Mr. Johnson personally incurred the costs of the hotel and the hotel taxes. The costs for registration and meals and incidentals were covered by the host, Gartner. Mr. Johnson was provided a \$66.07 credit at the Residence Inn; therefore, he requests reimbursement in the amount of \$330.37.

TRAVEL REIMBURSEMENT

\$348.00 - Hotel (\$174.00 x 2)
<u>48.44</u> - Hotel taxes (\$24.22 x 2)
\$396.44
<u>(66.07)</u> - Credit
\$330.37 - Total reimbursement

MINUTES**RETROACTIVE TRAVEL APPROVAL/REIMBURSEMENT**

Baltimore City Office of Information Technology - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Travel Requests and Retroactive Travel Approvals/Reimbursement. The Comptroller **ABSTAINED** of item nos. 3 and 4. The Director of Public Works **ABSTAINED** on item no. 1.

MINUTES

President: "There being no more business before the Board. We will recess until bid opening at 12 noon. Thank you."

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MINUTES

Clerk: "Good afternoon, the Board of Estimates is now in session for the receiving and opening of bids."

BIDS, PROPOSALS, AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued Addenda extending the dates for receipt and opening of bids on the following contracts. There were no objections.

- | | | |
|---------------------------------------|---|--|
| <u>Department of General Services</u> | - | GS 16810, Mitchell Courthouse
Roof Replacement
BIDS TO BE RECV'D: 07/11/2018
<u>BIDS TO BE OPENED: 07/11/2018</u> |
| <u>Department of Public Works</u> | - | SC 921, Improvements to the
Gwynns Falls Sewershed
Collection System - Area B
BIDS TO BE RECV'D: 07/11/2018
<u>BIDS TO BE OPENED: 07/11/2018</u> |
| <u>Department of Public Works</u> | - | ER 4130, Environmental
Restoration Project
No. 14
BIDS TO BE RECV'D: 08/08/2018
<u>BIDS TO BE OPENED: 08/08/2018</u> |

MINUTES

Thereafter, UPON MOTION duly made and seconded, the Board received, opened, and referred the following bids to the respective departments for tabulation and report:

Bureau of Procurement - B50005155, Charter Bus Transportation


Woodlawn Motor Coach
Academy Express
Airport Metro Connection Inc. d/b/a Excellent Tours
Dillon's Bus Service, Inc.
Sivels Transportation Inc.*

*Based on Bureau of Procurement's further review of Solicitation No. B50005155 - Charter Bus Transportation, the Bureau of Procurement has decided to reject all bids and rebid after clarifying the method of award and bid price sheet.

Bureau of Procurement - B50005445, Skid Steer Loaders

Valley Supply + Equipment Co., Inc.
Finch Services, Inc.
Metro Bobcat, Inc.
JESCO, Inc.

There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, July 11, 2018.


JOAN M. PRATT
Secretary