

MINUTES

REGULAR MEETING

Honorable Bernard C. "Jack" Young, President
Honorable Stephanie Rawlings-Blake, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
Rudolph S. Chow, Director of Public Works
David E. Ralph, Interim City Solicitor
S. Dale Thompson, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good Morning, the October 26, 2016, meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the hearings 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 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 October 24, 2016, identifying matters to be considered as routine agenda items together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

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Interim Solicitor: "I MOVE approval of all items on the routine agenda."

Comptroller: "Second."

President: "All those in favor say AYE. All those 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 October 30, 1991, the following contractors are recommended:

Admiral Elevator Co., Inc.	\$ 5,625,000.00
Aspen Building Products, Inc.	\$ 1,500,000.00
Eastern Highway Specialists, Inc.	\$15,426,000.00
Electrico, Inc.	\$ 8,000,000.00
Gabe's Services, Inc.	\$ 8,000,000.00
Guardrails, etc., Inc.	\$ 8,000,000.00
Lee's Electrical Contracting, Inc.	\$ 1,500,000.00
The Six-M Company, Inc.	\$ 8,000,000.00

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:

AMEC Foster Wheeler Environment & Infrastructure, Inc.	Engineer
Chester Engineers, Inc.	Engineer
CSA Central, Inc.	Engineer
Hardesty & Hanover, LLC	Engineer
Toole Design Group, LLC	Engineer
	Landscape Architect

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

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TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

4242 - 4243

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 Recreation and Parks</u>		
1. \$ 30,000.00	9938-909036-9475 Rec. & Parks 27 th Series (Reserve)	
<u>90,000.00</u>	9938-909036-9475 State (Program Open Space) (Reserve)	
\$120,000.00 FY 15 Park Building Renovation	-----	9938-911036-9474 FY 15 Park Building Renovation (Active)

This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1234, Task #3 to Murphy & Dittenhafer, Inc.

2. \$ 50,000.00	9938-907081-9475	9938-908081-9474
1 st Parks & Public Facilities	Park Trail Network (Reserve)	Park Trail Network (Active)

This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1232, Task #2 to Gannett Fleming, Inc.

Department of General Services

3. \$100,000.00	9916-911063-9194	9916-907061-9197
1 st Parks & Public Facilities Loan	Engine 36 Elec- trical Upgrades - Reserve	Engine 44 Roof Replacement - Active

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TRANSFERS OF FUNDSAMOUNTFROM ACCOUNT/STO ACCOUNT/S

Department of General Services - cont'd

This transfer will provide funds to the Department to remove existing slate on the roof and flashing down to the substrate at Engine 44. Any existing wood sheathing that is rotting will be replaced. The existing slate roof has surpassed its useful life span and the building is suffering significant water leakage during rain events. This has damaged both the roof structure and interior finishes and now the roof must be replaced.

MINUTES

Office of the State's Attorney - Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Grant Award from the State of Maryland, Governor's Office of Crime Control and Prevention. The period of the Grant Award is October 1, 2016 through September 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$110,500.00 - 5000-584517-1150-118000-600000

BACKGROUND/EXPLANATION:

The Office of the State's Attorney for the City's Victim-Centered Sexual Assault Prosecutor will be responsible for improving sexual assault prosecutorial outcomes and coordinating with victim services. The Attorney will have at least six years of prosecutorial experience including the successful prosecution of sexual assault cases. Funds will cover personnel salary and fringe benefits.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award from the State of Maryland, Governor's Office of Crime Control and Prevention.

MINUTES

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

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 1 to Agreement with Union Baptist Church-School, Inc. The period of Amendment No. 1 to Agreement is July 1, 2016 through June 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$20,718.00 - 4000-486317-1772-516000-603051

BACKGROUND/EXPLANATION:

On July 13, 2016, the Board approved an advance in the amount of \$118,125.00 for the Union Baptist Church-School, Inc. On August 10, 2016, the Board approved the remaining funds of \$1,299,375.00, making the total amount of the agreement \$1,417,500.00.

This amendment will increase the agreement by \$20,718.00 and make the total agreement \$1,438,218.00. The additional funds are a result of a federal supplemental award for cost-of-living adjustment (COLA) increases for the Head Start Program. The program will maintain full enrollment of 175 Head Start eligible children and provide services for six hours a day, five days a week for 170 days of the year. All other terms and conditions of the agreement will remain unchanged.

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to Agreement with Union Baptist Church-School, Inc.

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Health Department - Agreements

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

1. **CHERRY HILL DEVELOPMENT CORPORATION** **\$14,000.00**

Account: 2026-000000-3041-400999-603051

The Department received funds through the Casino Impact Area Grant to address access to healthy foods in Baltimore City through the South Baltimore Gateway Food Access Mini-Grant.

The organization serves the population in the South Baltimore Gateway area and wants to address healthy food access issues. The organization will host a series of youth and adult cooking classes to promote healthy eating in Cherry Hill. The organization will also train community leaders and members on urban farming and small scale gardening. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late because it was recently finalized.

2. **THE JOHNS HOPKINS UNIVERSITY, BLOOMBERG SCHOOL OF PUBLIC HEALTH** **\$57,427.00**

Account: 6000-618516-3001-268400-603051

The organization will provide technical assistance for the development and evaluation of the Baltimarket Healthy Stores program. The organization will utilize the validated self-efficacy tools and sales tracking protocol development in earlier pilots and the B'more Healthy Communities Kids Study.

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Health Department - cont'd

Baltimarket Healthy Stores program will provide services to prevent youth obesity by providing access to low-cost healthy foods at stores that already serve food desert communities. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to a delay in the administrative review process.

MWBOO GRANTED A WAIVER.

3. **THE JOHNS HOPKINS UNIVERSITY** **\$50,000.00**

Account: 5000-520117-3080-688900-603051

The organization will provide access to reproductive health services to the uninsured and underinsured citizens of Baltimore City. Services include, but are not limited to education, contraception, screening, and referral of reproductive-related cancers, and education and screening of sexual transmitted infection. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late due to a delay in the administrative review process.

MWBOO GRANTED A WAIVER.

4. **COZY COVE HOME CARE, LLC** **\$15,600.00**

Account: 5000-534017-3254-767802-607001

The Department will disburse State Subsidized Assisted Housing Funds to low income residents at Cozy Cove Home Care, LLC.

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Health Department - cont'd

The organization is enrolled in the Senior Assisted Living Group Home Subsidy Program, and will provide subsidized senior assisted housing services for individuals age 62 and older, who have temporary or periodic difficulties with the activities of daily living. The Senior Assisted residents will receive shelter, meals, housekeeping, personal care services, and 24-hour on-site supervision. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late because the Department was waiting for information and signatures from the providers.

5. **HEALTH CARE FOR THE HOMELESS, INC.** **\$664,585.00**

Account: 5000-523017-3110-301500-603051

The organization will provide health care services for homeless persons through its clinic and outreach program in the greater Baltimore area. The period of the agreement is July 1, 2016 through June 30, 2017.

The agreement is late because of a delay in the administrative review process.

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 foregoing agreements except for Item No. 5. Item No. 5 was **DEFERRED** for one week. The President **ABSTAINED** on Item Nos. 2 and 3.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Housing and Community Development - Options</u>			
1. Leroy O. Batty, Jr., and Doris Madison	3112 Virginia Avenue	F/S	\$19,000.00
Funds are available in account no. 9910-903183-9588-900000-704040, Park Heights Project.			
2. Rosa Jeter, reserving a life estate with full powers to Rosemary Jeter, Frank Jeter, Jr., Edward Jeter and Anita Jeter, joint tenants	824 N. Brandford Street	F/S	\$26,000.00
Funds are available in account no. 9910-908636-9588-900000-704040.			
3. Eutaw Place, LLC	1200 Brentwood Avenue	G/R \$78.00	\$ 650.00
Funds are available in account no. 9990-907714-9593-900001-704040, Johnston Square Project.			

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

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Housing and Community Development - Condemnations</u>			
4. Laurence Abdul Muhaimin and The Prisoner's Aid of Maryland Association	1200 Brentwood Avenue	L/H	\$10,480.00

Funds are available in account no. 9990-907714-9593-900001-704040, Johnston Square Project.

5. Nya Ronyell Williams, Custodian for Rontea Ockimey	615 E. Biddle Street	G/R \$120.00	\$ 800.00
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Funds are available in account no. 9910-910715-9588-900000-704040, Johnston Square Project.

UPON MOTION duly made and seconded, the Board approved the Options and Condemnations.

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Department of Real Estate - Contract of Sale

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a contract of sale with Mr. James A. Saunders, purchaser, for the sale of the property known as NS 24 ft. Driveway 1st N. of Willow Ave. 139-6 Ft. W. of Ivanhoe Ave., containing approximately 230 sq. ft., Block 5216 Lot 055.

AMOUNT OF MONEY AND SOURCE:

\$500.00 - Purchase Price

BACKGROUND/EXPLANATION:

The property will be used as a private parking pad.

The authority to sell this property was approved by City Ordinance No. 477 approved on December 6, 1973.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the contract of sale with Mr. James A. Saunders, purchaser, for the sale of the property known as NS 24 ft. Driveway 1st N. of Willow Ave. 139-6 Ft. W. of Ivanhoe Ave., containing approximately 230 sq. ft., Block 5216 Lot 055.

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

The Board is requested to approve and authorize execution of a Lease Agreement with Lauren Roberta Lyde, Lessee, for the rental of property located at 1427 Light Street known as School 33, Studio #203, second floor. The period of the agreement is October 15, 2016 through October 14, 2019 with the option to renew for two one-year terms.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Installation</u>
\$4,800.00	\$400.00

BACKGROUND/EXPLANATION:

The demised premises will be used as an artist's studio for the Lessee. The Lessor may terminate the lease during the original term and renewal terms by giving a 60-day notice to the Lessee. The Lessor is responsible for heat, electricity, and water. The Lessee is responsible for content insurance, janitorial, trash receptacles, and security.

The Space Utilization Committee approved this Lease Agreement on October 18, 2016.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with Lauren Roberta Lyde, Lessee, for the rental of property located at 1427 Light Street known as School 33, Studio #203, second floor.

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

The Board is requested to approve and authorize execution of a Lease Agreement with Park Heights Renaissance, Inc., Tenant, for the rental of approximately 2,359 square feet of space located at 3939 Reisterstown Road, Suite 268 and 283, a/k/a Lower Park Heights Multipurpose Center. The period of the Lease Agreement is July 1, 2016 through June 30, 2017.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Rent</u>
\$16,015.37	\$ 1,334.61

BACKGROUND/EXPLANATION:

The leased premises will be used for office space to provide community based planning, human development, and housing services.

The City will be responsible for the parking area, exterior of the building, all interior common areas, all equipment and systems serving the building, trash and snow removal of the building, and paying for utilities such as water, gas and electric. The Park Heights Renaissance, Inc. will be responsible for liability insurance, security, janitorial, and the payment of utilities as it relates to the leased premises.

The renewal period, if exercised, will be negotiated 90 days prior to the expiration of the previous year's rental.

The Space Utilization Committee approved this Lease Agreement on October 18, 2016.

MINUTESSpace Utilization Committee - cont'd

The Lease Agreement is submitted late because of the additional time needed by the City and Park Heights Renaissance, Inc. to renegotiate some of the terms of their respective responsibilities.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with Park Heights Renaissance, Inc., Tenant, for the rental of approximately 2,359 square feet of space located at 3939 Reisterstown Road, Suite 268 and 283, a/k/a Lower Park Heights Multipurpose Center.

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

The Board is requested to approve and authorize execution of a Lease Agreement with Unity Properties, Inc., Landlord, for the rental of the property known as 26 N. Fulton Avenue, being on the 1st floor, consisting of approximately 357 square feet of space. The period of the agreement is January 1, 2016 through December 31, 2018.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$5,222.77	\$435.23
2	\$5,379.45	\$448.29
3	\$5,540.83	\$461.74

Account: 4000-423217-3080-294100-603013

BACKGROUND/EXPLANATION:

The leased premises will be used for municipal purposes in conjunction with the Baltimore City Health Department for its Women, Infants, and Children Program (WIC).

The Landlord will correct and bear the expense of any building structural defects and will maintain the exterior of the building, including foundation, roof, walls, gutters, downspouts, ventilating and heating systems, all water, electrical and plumbing supplies; utilities, pest control; janitorial, trash and snow removal; and supply two telephone lines. The receptionist in the lobby will sign-in Tenant's clients and help direct them to Tenant's office, and will share copier and paper with tenant. The parking lot serving the building can be utilized by employees and clients of the tenant on a first come first serve basis.

MINUTESSpace Utilization Committee - cont'd

The Tenant will provide computer services to the leased premises, pay monthly fees for the use of the two phone lines and pay monthly fee for shared copier and paper. The Tenant will be responsible for liability insurance under the City's self-insured program.

The Space Utilization Committee approved this lease at its meeting of October 18, 2016.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with Unity Properties, Inc., Landlord, for the rental of the property known as 26 N. Fulton Avenue, being on the 1st floor, consisting of approximately 357 square feet of space.

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

The Board is requested to approve and authorize execution of a Lease Agreement with Mondawmin Business Trust, Landlord, for the rental of a portion of the building known as Mondawmin Retail Center, located in the shopping center generally known as Mondawmin Mall, 2401 Liberty Heights Avenue, being on the lower level, consisting of approximately 2,270 square feet of space. The period of the Lease Agreement is May 1, 2016 through April 30, 2018, with the option to renew for an additional 2-year period.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$41,858.03	\$3,488.17
2	\$43,113.77	\$3,592.81

Account: 4000-423217-3080-271400-603013

BACKGROUND/EXPLANATION:

The leased premises will be used by the Department of Health's Maternal and Child Health Services and the Well Baby Clinic (WIC).

The Landlord will be responsible for utilities, real estate taxes, maintenance and repairs, janitorial services, fire insurance, and snow removal.

The Tenant will be responsible for securing and maintaining telephone and computer services at the leased premises and be responsible for liability insurance under the City's self-insured program.

The Space Utilization Committee approved this Lease Agreement at its meeting of October 18, 2016.

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Space Utilization Committee - cont'd

The Lease Agreement is late because of delays in the administrative review process required before submission to the Board of Estimates.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with Mondawmin Business Trust, Landlord, for the rental of a portion of the building known as Mondawmin Retail Center, located in the shopping center generally known as Mondawmin Mall, 2401 Liberty Heights Avenue, being on the lower level, consisting of approximately 2,270 square feet of space.

MINUTES

Department of Real Estate - Option Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Option Agreement with JNT Enterprises, LLC, owner, for the purchase of the property known as 2025 Inverness Avenue.

AMOUNT OF MONEY AND SOURCE:

\$2,850,000.00 - 9962-906072-9562-900000-706041

BACKGROUND/EXPLANATION:

The property known as 2025 Inverness Avenue consists of approximately 1.92 acres, more or less, which includes improved industrial and office space containing approximately 43,560 square feet. The Department of Transportation (DOT) plans to consolidate and house the Conduit Division. This division is an enterprise funded division consisting of administrative, engineering, construction, and maintenance groups.

The property was appraised for \$2,700,000.00 and the value was reviewed by the Department's appraiser who determined the appraisal was prepared with sufficient facts to support the value.

The Department has been working with the DOT over the past three years to locate a property that is sufficient in size to accommodate its operations. Due to the limited options available regarding the size and condition of the property that is needed for the DOT, the Department negotiated with the owner and agreed to the purchase price for the property in its "as is" condition for the amount of \$2,850,000.00.

MINUTES

Department of Real Estate - cont'd

As a condition, the City has made a deposit of \$24,999.00 and will be required to make an additional deposit of \$75,001.00 within five days of Board of Estimates approval. The \$100,000.00 in deposits will be credited towards the purchase price of the property at settlement.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Option Agreement with JNT Enterprises, LLC, owner, for the purchase of the property known as 2025 Inverness Avenue.

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

The Board is requested to approve and authorize execution of the License Agreement with University of Maryland Baltimore County, Tenant, for the rental of a portion of the property known as 3301 Waterview Avenue being on the lower level, consisting of 316± sq. ft. The period of the License Agreement is July 1, 2015 through November 15, 2016.

AMOUNT OF MONEY AND SOURCE:Annual Rent

\$364.10

BACKGROUND/EXPLANATION:

The property is being used as a storage space for the Tenant's boats. The Landlord is responsible for fire insurance. The Tenant must keep the storage area in a good and orderly manner and be responsible for liability insurance. The Tenant will have use of the weight room at the Facility Administrator's discretion but must obtain approval prior to making any improvements to the storage space.

The License Agreement is late due to the Department of Recreation and Parks determining the best use for the storage of the boats.

The Space Utilization Committee approved this Lease Agreement on October 18, 2016.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the License Agreement with University of

MINUTES

Space Utilization Committee - cont'd

Maryland Baltimore County, Tenant, for the rental of a portion of the property known as 3301 Waterview Avenue being on the lower level, consisting of 316± sq. ft.

MINUTES

Space Utilization Committee - Second Amendment to
Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Second Amendment to Lease Agreement with Cloverland Real Estate II Limited Partnership, Lessor, for rental property located at 2524 Kirk Avenue, being on the 2nd floor, consisting of approximately 8,000 sf. of space. The Second Amendment is effective upon Board approval through September 30, 2025.

AMOUNT OF MONEY AND SOURCE:

<u>Rent</u>	<u>25,000sf</u>	<u>8,000sf</u>	<u>33,000sf</u>	<u>Rent quarterly</u>
10/01/2015	\$244,240.32	N/A	N/A	\$ 61,060.06
10/01/2016	\$254,009.93	\$ 92,000.00	\$346,009.93	\$ 86,502.48
10/01/2017	\$264,170.33	\$ 95,680.00	\$359,850.33	\$ 89,962.58
10/01/2018	\$274,737.14	\$ 99,507.00	\$374,244.14	\$ 93,561.04
10/01/2019	\$285,726.63	\$103,487.00	\$389,213.63	\$ 97,303.41
10/01/2020	\$297,155.70	\$107,627.00	\$404,782.70	\$101,195.68
10/01/2021	\$309,041.93	\$111,932.00	\$420,973.93	\$105,243.48
10/01/2022	\$321,403.61	\$116,409.00	\$437,812.61	\$109,453.15
10/01/2023	\$334,359.75	\$121,908.00	\$456,267.75	\$114,066.94
10/01/2024	\$347,630.14	\$125,908.00	\$473,538.14	\$118,384.54

Account: 1001-000000-2002-195600-603013

BACKGROUND/EXPLANATION:

On August 3, 2005, the Board approved the initial lease agreement with the Lessor. The leased premises are used by the Baltimore City Police Department, Internal Investigation Division for office space and headquarters. The agreement was for 10 years beginning October 1, 2005 and terminating September 30, 2015. An Amendment to the Agreement was approved by the Board on December 23, 2015 extending the term of the agreement from October 1, 2015 through September 30, 2025 and approved to reserve 8,000 square feet of space on the 2nd floor of 2524 Kirk Avenue at a rate of \$11.50 per square foot until November 1, 2016.

MINUTESSpace Utilization Committee - cont'd

This second amendment increases the original lease agreement by 8,000 square feet on the second floor. The rental for this additional space will be blended with the rental for the first floor space.

The Lessor will be responsible for utilities, structural defects, maintenance and repairs, real estate taxes, fire insurance, and janitorial services. In addition, the Lessor will be responsible for the build-out of the second floor. The Lessee will be responsible for telephones, internet, and/or security wiring, devices of services and liability insurance under the City's self-insured program. All other terms and conditions of the rentals, conditions, and provisions of the lease agreement dated August 3, 2005 and amended December 23, 2015 will remain in full force and effect.

The Space Utilization Committee approved the Second Amendment to the Lease Agreement at its meeting of October 18, 2016.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Second Amendment to Lease Agreement with Cloverland Real Estate II Limited Partnership, Lessor, for rental property located at 2524 Kirk Avenue, being on the 2nd floor, consisting of approximately 8,000 sf. of space.

MINUTES

Space Utilization Committee - Second Extension and
Amendment to Lease

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Second Extension and Amendment to Lease with Orion Properties I, LLC, Landlord, for the rental of a portion of the property known as 231 E. Baltimore Street consisting of approximately 6,258 square feet on the 6th floor. The Second Extension and Amendment to Lease extends the period of the lease through August 14, 2018.

AMOUNT OF MONEY AND SOURCE:

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
8/15/16 - 8/14/17	\$106,386.00	\$8,865.50
8/15/17 - 8/14/18	\$109,076.94	\$9,089.75

Account: 1001-000000-2501-259500-603013

BACKGROUND/EXPLANATION:

On August 9, 2006, the Board approved the original Lease Agreement for the period August 15, 2006 through August 14, 2011, with the option to renew for an additional five-year period. On June 8, 2011, the Board approved the First Extension and Amendment to Lease for the period August 15, 2011 through August 14, 2016. This Second Extension and Amendment to Lease will extend the period of the lease through August 14, 2018.

The leased premises will continue to be used for the offices of the Board of Liquor License Commissioners. The Landlord will be responsible for utilities, janitorial services, trash removal, maintenance and repairs, structural maintenance, fire insurance, real estate taxes, security, and snow removal. The Tenant will be responsible for liability insurance under the City's self-insured program, and telephone and computer services.

MINUTESSpace Utilization Committee - cont'd

The Second Extension and Amendment to Lease is late because of delays in the signatory process.

The Space Utilization Committee approved this Second Extension and Amendment to Lease on October 18, 2016.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Second Extension and Amendment to Lease with Orion Properties I, LLC, Landlord, for the rental of a portion of the property known as 231 E. Baltimore Street consisting of approximately 6,258 square feet on the 6th floor.

MINUTESDept. of Transportation - Minor Privilege Permit Application

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

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 801 S. Ann Street	801 S. Ann Street, LLC	Outdoor seating 21' x 3'

\$337.50 Annual Charge

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

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

MINUTES

Department of Transportation (DOT) - Developers' Agreements

The Board is requested to approve and authorize execution of the various Developers' Agreements.

	<u>Developers</u>	<u>No.</u>	<u>Amount</u>
1.	O'DONNELL HEIGHTS 2 ASSOCIATES, LP	1259-A	\$1,002,354.00

O'Donnell Heights 2 Associates, LP would like to install new water, storm drain, sewer, conduit, roadway, and sidewalk improvements to its proposed construction located at 6301 Boston Street. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$1,002,354.00 has been issued to O'Donnell Heights 2 Associates, LP, which assumes 100% of the financial responsibility.

2.	TCB McCULLOH APARTMENTS, LLC	1419-A	\$ 50,233.00
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TCB McCulloh Apartments, LLC, would like to install new water, storm drain, sewer, conduit, roadway, and sidewalk improvements to its proposed construction located at 501 Dolphin Street. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$50,233.00 has been issued to TCB McCulloh Apartments, LLC, which assumes 100% of the financial responsibility.

MINUTES

DOT - cont'd

	<u>Developers</u>	<u>No.</u>	<u>Amount</u>
3.	TWO FARMS, INC.	1454	\$ 98,534.00

Two Farms, Inc. would like to install new utilities to their proposed new building located in the vicinity of 2215 Patapsco Avenue. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

An Irrevocable Letter of Credit in the amount of \$98,534.00 has been issued to Two Farms, Inc., which assumes 100% of the financial responsibility.

4.	206 EAST REDWOOD, LLC	1481	\$ 21,777.00
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206 East Redwood, LLC would like to install new water to its proposed construction located at 206 East Redwood Street. This agreement will allow the organization to do its own installation in accordance with Baltimore City Standards.

A Performance Bond in the amount of \$21,777.00 has been issued to 206 East Redwood, LLC, which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for the projects. Therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Developers' Agreements.

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 2 to Century Engineering, Inc. under Project No. 1191, On-Call Federal Reconstruction and Resurfacing Projects. The period of the task assignment is approximately two years.

AMOUNT OF MONEY AND SOURCE:

\$447,527.97 - 9950-910100-9512-900010-703032

BACKGROUND/EXPLANATION:

This authorization will provide for engineering design services in connection with improvements to the intersection of W. North Avenue and Pennsylvania Avenue. The design services will include resurfacing from North Carey Street to Pennsylvania Avenue, the addition of pedestrian bump-outs at North and Pennsylvania Avenues, traffic and pedestrian signal, reconstruction at W. North and Pennsylvania Avenues, bicycle compatibility assessment and waiver (if necessary), landscaping/streetscaping, and erosion and sediment control/storm management.

DBE PARTICIPATION:

The Consultant will comply with Title 49 Code of Federal Regulations part 26 and the DBE goals established in the original agreement.

DBE: 25.00%

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

MINUTES

Department of Transportation - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$412,257.24 FED	9950-946005-9513 Construction Reserve Transportation Mngt. Center Upgrade	
103,064.31 GF (HUR)	9950-946005-9513 Transportation Mngt. Center Upgrade	
<u>\$515,321.55</u>	-----	9950-910100-9512-3 Design W. North Ave. at Pennsyl- vania Ave.

This transfer will fund the costs associated with Task No. 2 on Project 1191 On-Call Federal Reconstruction and Resurfacing Projects with Century Engineering, Inc.

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 2 to Century Engineering, Inc. under Project No. 1191, On-Call Federal Reconstruction and Resurfacing Projects. 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 Planning - Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Consultant Agreement with 813 W. 36th Street, LLC, a Maryland limited liability company d/b/a Advanced Placemaking. The period of the Consultant Agreement is August 1, 2016 through June 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$45,000.00 - 2026-000000-1873-732700-603026

BACKGROUND/EXPLANATION:

City Ordinance 16-509, which established the South Baltimore Gateway Community Impact District (CID) Management Authority (Council Bill 16-0694), was signed on August 29, 2016 for the purpose of administering 50% or more of Casino Local Impact Grant (LIG) funds starting in FY'18. The Ordinance requires that the Authority establish a variety of policies and procedures to ensure that public funds are managed and spent in an organized and professional manner. Professional services are now sought to assist the Mayor's Office and the newly-formed Board of Directors of the Authority in facilitating the start-up of this new entity. Tasks to be addressed include orienting and training the Board of Directors, establishing bylaws, enacting a first year budget, developing a strategic plan, and hiring an executive director.

The Horseshoe Casino Baltimore generates millions of dollars each year in LIG collected by the State and provided to the City of Baltimore for the increased public services, infrastructure improvements, and community development in the "Casino Impact Area," or South Baltimore Gateway. Since 2013, the Mayor's Office has worked with the Baltimore Local Development Council (LDC), community members, businesses, elected officials and other stakeholders to plan for and budget these funds in a

MINUTES

Department of Planning - cont'd

manner that is strategic, responsive, and transparent. In furtherance of this goal, the LDC, the State Legislature, and City collaborated on forming the CID to oversee 50% of LIG funds in a process that is more directly rooted at the community level and has the flexibility to expend funds outside of City processes. The budget of the CID must be approved by the Board of Estimates.

The LDC voted on July 28, 2016, to approve hiring Advanced Placemaking to continue the work of implementing measures from a prior Feasibility Study, conducted by a team led by Valbridge Property Advisors, of which Advanced Placemaking was a member. Advanced Placemaking has begun work on the professional services described in the contract.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Consultant Agreement with 813 W. 36th Street, LLC, a Maryland limited liability company d/b/a Advanced Placemaking.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

- | | | |
|---|--------|---------|
| 1. THOMAS SCIENTIFIC,
INC. | \$0.00 | Renewal |
| Solicitation No. B50003750 - Various Needles & Syringes -
Health Department - Req. No. R706033 | | |

On November 18, 2014, the Board approved the initial award in the amount of \$34,039.00. The award contained three 1-year renewal options. On November 18, 2015, the Board approved the first renewal in the amount of \$0.00. This second renewal in the amount of \$0.00 is for the period November 5, 2016 through November 4, 2017, with one 1-year renewal option remaining.

- | | | |
|--|-------------|---------|
| 2. MARYLAND INDUSTRIAL
TRUCKS, INC. | \$28,750.00 | Low Bid |
| Solicitation No. B50004786 - Diesel Forklift -Dept. of
General Services - Fleet Management - Req. No. R740990 | | |

This is a purchase of one unit. The amount of \$28,750.00 will be financed through the City's master lease program administered by the Bureau of Treasury Management.

- | | | |
|---|--------------|---------|
| 3. ENVIROTECH PUMP SYSTEMS,
INC. d/b/a WEIR SPECIALTY
PUMPS | \$100,000.00 | Renewal |
| Contract No. 08000 - Wemco Pump Parts -Department of Public
Works, Water and Wastewater - Req. No. P525569 | | |

On November 13, 2013, the Board approved the initial award in the amount of \$100,000.00. The award contained three 1-year renewal options. Two renewal options have been exercised. This final renewal in the amount of \$100,000.00 will make the award amount \$300,000.00 and is for the period November 15, 2016 through November 14, 2017. 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 Purchases

4. ENVIRONMENTAL RECOVERY

CORPORATION OF MARYLAND	\$246,667.00	Renewal
Contract No. B50003833 - Rental and Service of Portable Chemical Toilets - The Department of Recreation and Parks, etc. - P.O. No. P529852		

On December 24, 2014, the Board approved the initial award in the amount of \$133,260.00. The award contained one 1-year renewal option. On March 8, 2016, the City Purchasing Agent approved an increase in the amount of \$50,000.00. On September 14, 2016, the Board approved an increase in the amount of \$60,000.00. This sole renewal in the amount of \$246,667.00 will make the award amount \$489,927.00. The period of the renewal is December 24, 2016 through December 23, 2017. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

5. SHAFER, TROXELL &

HOWE, INC.	\$150,000.00	Renewal
Contract No. 08000 - Yeoman Pump Parts - Department of Public Works, Water and Wastewater - P.O. No. P525622		

On November 20, 2013, the Board approved the initial award in the amount of \$100,000.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$150,000.00 will make the award amount \$430,000.00. The period of the renewal is November 20, 2016 through November 19, 2017. 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 Purchases6. ITEM 16

LAWMEN SUPPLY COMPANY, INC.	\$ 0.00	
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ITEMS 2-4, 7, 10 & 15

HOWARD UNIFORM COMPANY	280,000.00	
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ITEMS 1,5,6,8,9,11-14 & 16

F&F AND A. JACOBS & SONS, INC.	310,000.00	
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	<u>\$590,000.00</u>	
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Renewal

Contract No. B50003266 - Police Uniforms - Police Department
- P.O. Nos. P526078, P526079 and P526080

On January 8, 2014, the Board approved the initial award in the amount of \$670,000.00. The award contained five 1-year renewal options. Subsequent actions have been approved. This renewal in the amount of \$590,000.00 is for the period January 8, 2016 through January 7, 2017, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

7. USALCO, LLC	\$200,000.00	Increase
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Contract No. B50002185 - Aluminum Sulfate for Water Filtration Plants - Department of Public Works - Water and Wastewater - P.O. No. P518918

On December 7, 2011, the Board approved the initial award in the amount of \$2,000,000.00. The award contained four 1-year renewal options. All renewal options have been exercised.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

Due to increased usage of the contract an increase in the amount of \$200,000.00 is necessary. This increase will make the award amount \$8,700,000.00. The contract expires on December 31, 2016. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

8. LEXISNEXIS RISK SOLUTIONS FL INC.	\$ 0.00	First Amendment to Master Services Agreement
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Contract No. 06000 - Investigative Search Licensing - Office of the State's Attorney, Law Department, Police Department, Department of Finance - P.O. No. P535078

The Board is requested to approve and authorize execution of the First Amendment to the Master Services Agreement with LexisNexis Risk Solutions FL Inc. The contract expires on December 31, 2017 with two 2-year renewal options remaining.

On April 6, 2016, the Board approved the initial award in the amount of \$33,000.00. The award contained two 2-year renewal options. Subsequent actions have been approved. This First Amendment to Master Services Agreement will allow additional City agencies to take part in this agreement as the need arises. 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 Purchases - cont'd

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 First Amendment to Master Services Agreement with LexisNexis Risk Solutions FL Inc. (item no. 8).

MINUTES

Mayor's Office of Employment - Governmental/Charitable
Development (MOED) Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to endorse the Governmental/Charitable Solicitation Application to be submitted to the Board of Ethics of Baltimore City on behalf of the Mayor's Office of Employment Development's 2017 YouthWorks Program. The period of the campaign will be effective upon Board approval through October 31, 2017.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

BACKGROUND/EXPLANATION:

The Baltimore City Code Article 8, Section 6-26, prohibits solicitation or facilitating the solicitation of a gift. An exception was enacted in 2005 to permit certain solicitations that are for the benefit of an official governmental program or activity, or a City-endorsed charitable function or activity that has been pre-approved by the Ethics Board. Ethics Regulation 96.26B sets out the standards for approval, which includes the requirement that the program, function, or activity to be benefited and the proposed solicitation campaign must be endorsed by the Board of Estimates or its designee.

UPON MOTION duly made and seconded, the Board endorsed the Governmental/Charitable Solicitation Application to be submitted to the Board of Ethics of Baltimore City on behalf of the Mayor's Office of Employment Development's 2017 YouthWorks Program.

MINUTES

Mayor's Office of Employment Development - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Agreement with the Center for Urban Families, Inc. (CFUF). The period of the Agreement is July 1, 2016 through April 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$150,000.00 - 4000-807416-6312-790105-603051

BACKGROUND/EXPLANATION:

The CFUF will conduct intensive neighborhood outreach to eligible youth and young adult residents of Baltimore City who are in need of training, employment and/or support services. The CFUF will recruit and enroll at least 48 residents into work readiness training and provide job placement services.

The agreement is late because additional time was necessary to reach a comprehensive understanding between the parties.

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 Agreement with the Center for Urban Families, Inc.

MINUTES

Employees' Retirement System (ERS) - Investment Management Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Investment Management Agreement by the Board of Trustees of the ERS, acting as fiduciaries for the Retiree Benefit Trust of the City of Baltimore (the OPEB Trust) with The Edgar Lomax Company.

AMOUNT OF MONEY AND SOURCE:

\$40,000,000.00 - OPEB Trust Assets

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

All funds and expenses will be expended from the OPEB Trust. The Edgar Lomax Company will be investing \$40,000,000.00 of the OPEB Trust assets in a separate account invested in value-oriented, large-cap domestic equities.

Assets of the ERS and the Fire and Police Employees' Retirement System have been invested with The Edgar Lomax Company since 1992. The ERS Board of Trustees has been very satisfied with its performance.

Based on the recommendation of the OPEB Trust's investment advisor, Marquette Associates, the ERS Board of Trustees voted unanimously to have \$40,000,000.00 in the OPEB Trust assets invested with The Edgar Lomax Company.

MWBOO GRANTED A WAIVER.

MINUTES

ERS - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Investment Management Agreement by the Board of Trustees of the ERS, acting as fiduciaries for the Retiree Benefit Trust of the City of Baltimore with The Edgar Lomax Company. The Comptroller **ABSTAINED**.

MINUTES

Employees' Retirement System (ERS) - Second Amendment to
Hosting Services Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Second Amendment to the Hosting Services Agreement with Pension Technology Group, Inc. (PTG).

AMOUNT OF MONEY AND SOURCE:

\$289,249.80 - ERS Assets

No general fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

All funds and expenses will be expended from ERS assets. The PTG will be paid an additional implementation fee of \$289,249.80 and a monthly licensing fee of \$700.00 for access to its document management software.

In 2012, the ERS published a Request for Proposal (RFP) for licensing, installation, and maintenance of a benefits administration system. The PTG was one of five respondents, and was ultimately selected.

On July 25, 2012, the Board of Estimates approved the Hosting Services Agreement with the PTG for the period August 1, 2012 through July 31, 2018. On August 28, 2013, the Board of Estimates approved the Amendment to Hosting Services Agreement with the PTG.

The ERS Board has been very satisfied with the PTG's performance. Under the terms of this Second Amendment to Hosting Services Agreement the ERS Board now desires to retain the PTG to implement a new document management system for the ERS and the Elected Officials Retirement System.

MINUTES

ERS - cont'd

Under this new system, paper files will be digitized and linked to the existing software system. The PTG will provide the ERS staff with access to its document management software.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Second Amendment to the Hosting Services Agreement with Pension Technology Group, Inc. The Comptroller **ABSTAINED**.

MINUTES

Mayor's Office on Criminal Justice - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Agreement with the University of Maryland Medical System - R Adams Cowley Shock Trauma Center/University of Maryland Medical System Corporation. The period of the Agreement is October 1, 2016 through September 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$99,985.00 - 4000-479616-2252-694200-600000

BACKGROUND/EXPLANATION:

On November 18, 2015, the Board approved acceptance of a grant award from the U.S. Department of Justice. Portions of the funds were allocated to the University of Maryland Shock Trauma Unit for its Violence Prevention Program whose mission is to prevent violent personal injury among Baltimore City's most at-risk populations through research.

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 Agreement with the University of Maryland Medical System - R Adams Cowley Shock Trauma Center/University of Maryland Medical System Corporation.

MINUTES

Department of Housing and - Land Disposition Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Land Disposition Agreement with Mr. Gary Dobbs and Ms. Shelly Dobbs, Developer, for the sale of the City-owned properties located at 1925, 1927 and 1929 W. Baltimore Street.

AMOUNT OF MONEY AND SOURCE:

\$1,000.00 - 1925 W. Baltimore Street
 1,000.00 - 1927 W. Baltimore Street
4,500.00 - 1929 W. Baltimore Street
\$6,500.00 - Purchase Price

The City will convey all of its rights, title, and interest in 1925, 1927, and 1929 W. Baltimore Street for a total sales price of \$6,500.00, which will be paid at the time of settlement.

BACKGROUND/EXPLANATION:

The Developers will purchase the above-listed vacant lots to construct a three-story, three unit apartment building with landscaping and off-street parking. They will also complete lot consolidation at no cost to the City. These properties are located within the Boyd-Booth Community. The purchase price and improvements to the site will be funded privately.

The authority to sell these properties comes is within Article 13, §2-7(h)(2)(ii)(c) of the Baltimore City Code.

STATEMENT OF PURPOSE AND RATIONALE FOR SALE BELOW THE PRICE DETERMINED BY THE WAIVER VALUATION PROCESS:

The properties 1925 and 1927 W. Baltimore Street are not applicable pursuant to Baltimore City's Appraisal Policy "unimproved real property with an assessed value of \$2,500.00 or

MINUTES

DHCD - cont'd

less will not require an appraisal." These properties are vacant lots and assessed for \$1,000.00 each and are being sold for the assessed value.

The property located at 1929 W. Baltimore Street is being sold for \$4,500.00. The Waiver Valuation Process determined the price for this lot to be \$8,475.00.

The property is being sold to Mr. and Ms. Dobbs below the price determined by the Waiver Valuation Process because of the following reasons:

- The new construction will be to the specific benefit to the immediate community.
- This transaction will eliminate blight from the block, and eliminate blight from the neighborhood.
- This sale and new construction will return a currently vacant lot to the tax rolls as an occupied building.

MBE/WBE PARTICIPATION:

The Developer will purchase the property for a price that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or rehabilitation; therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with Mr. Gary Dobbs and Ms. Shelly Dobbs, Developer, for the sale of the City-owned properties located at 1925, 1927 and 1929 W. Baltimore Street.

MINUTES

Department of Housing and - Side Yard Land Disposition
Community Development (DHCD) Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Side Yard Land Disposition Agreement with RENTALHOUSE2HOME, LLC, for the sale of the City-owned property located at 501 N. Collington Avenue.

AMOUNT OF MONEY AND SOURCE:

\$1,000.00 - Purchase Price

The lot will be sold for the purchase price of which \$400.00 will be held in escrow by the City for the benefit of the Purchaser to be applied at settlement for closing costs including transfer taxes, recordation fees, taxes and associated title services.

BACKGROUND/EXPLANATION:

The Purchaser will be using private funds to pay for the acquisition and maintenance of the property.

DHCD's Land Resources Division, on behalf of the Mayor and City Council, strategically acquires, and manages vacant or abandoned properties, ultimately enabling these properties to be returned to productive use and improving Baltimore's neighborhoods.

The City has agreed to convey the property known as 501 N. Collington Avenue to the adjacent property owner as non-owner-occupied. As a condition of conveyance, RENTALHOUSE2HOME, LLC has agreed to the terms of the Side Yard Land Disposition Agreement, which prohibits development of the parcel for a minimum of ten years.

MINUTES

DHCD - cont'd

The City may dispose of the Property by virtue of the following legal authorities: Article 28, Subtitle 8 of the Baltimore City Code (2011 Edition) and Article II, Section 15 of the Baltimore City Charter, 2011 Edition, and Article 13 of the City Code.

The property was journalized and approved for sale on May 7, 2016.

MBE/WBE PARTICIPATION:

The Developer will purchase this property for a price that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or rehabilitation; therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Side Yard Land Disposition Agreement with RENTALHOUSE2HOME, LLC, for the sale of the City-owned property located at 501 N. Collington Avenue.

MINUTES

Department of Housing and - Side Yard Land Disposition
Community Development (DHCD) Agreement _____

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Side Yard Land Disposition Agreement with Mr. Ted Comas and Ms. Natalie Comas, for the sale of the City-owned property located at 1745 Gorsuch Avenue.

AMOUNT OF MONEY AND SOURCE:

\$500.00 - Purchase Price

The lot will be sold for the purchase price of which \$400.00 will be held in escrow by the City for the benefit of the Purchaser to be applied at settlement for closing costs including transfer taxes, recordation fees, taxes and associated title services.

BACKGROUND/EXPLANATION:

The Purchaser will be using private funds to pay for the acquisition and maintenance of the property.

DHCD's Land Resources Division, on behalf of the Mayor and City Council, strategically acquires and manages vacant or abandoned properties, ultimately enabling these properties to be returned to productive use and improving Baltimore's neighborhoods.

The City has agreed to convey the property known as 1745 Gorsuch Avenue to the adjacent property owner. As a condition of conveyance, Mr. Ted Comas and Ms. Natalie Comas, has agreed to the terms of the Side Yard Land Disposition Agreement, which prohibits development of the parcel for a minimum of ten years.

The City may dispose of the Property by virtue of the following legal authorities: Article 28, Subtitle 8 of the Baltimore City Code (2011 Edition) and Article II, Section 15 of the Baltimore City Charter, 2011 Edition, and Article 13 of the City Code.

MINUTES

DHCD - cont'd

The property was journalized and approved for sale on December 6, 2012.

MBE/WBE PARTICIPATION:

The Developer will purchase this property for a price that is less than \$50,000.00 and will receive no City funds or incentives for the purchase or rehabilitation; therefore, MBE/WBE is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Side Yard Land Disposition Agreement with Mr. Ted Comas and Ms. Natalie Comas, for the sale of the City-owned property located at 1745 Gorsuch Avenue.

MINUTES

Department of Housing and - Weatherization Assistance
Community Development Grant Agreement _____

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Weatherization Assistance Grant Agreement with The Maryland Department of Housing and Community Development. The Weatherization Assistance Grant Agreement is effective upon acceptance through June 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$1,614,118.00 - 5000-594117-5971-439500-603051

BACKGROUND/EXPLANATION:

Under this agreement, the funds will be used to operate a weatherization assistance program which will help reduce electricity consumption and to help low-income families reduce their utility bills.

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 Weatherization Assistance Grant Agreement with The Maryland Department of Housing and Community Development.

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:

4294 - 4295

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

Department of Transportation

1. TR 16007, Materials Sabra Wang & \$178,580.00
 Testing 2017 Various Associates, Inc.
 Projects Citywide

MBE: Eborn Enterprises, Inc. \$26,787.00 15%
WBE: A2Z Environmental Group, LLC \$ 8,929.00 5%

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$214,296.00	9950-903550-9509	
State Revenue	Construction Reserve	
	Neighborhood St.	
	Reconstruction	
\$178,580.00	-----	9950-906549-9508-6
		Structure & Improvements
26,787.00	-----	9950-906549-9508-5
		Inspection
8,929.00	-----	9950-906549-9508-2
<u>\$214,296.00</u>		Contingencies

This transfer of funds will fund the cost associated with the award of Project TR 16007, Material Testing Citywide with Sabra Wang & Associates, Inc.

MINUTES

Circuit Court for Baltimore City - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Agreement with the Family Recovery Program, Inc. The period of the Agreement is July 1, 2016 through June 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$122,862.00 - 5000-539210-1100-668100-405001

BACKGROUND/EXPLANATION:

The Circuit Court received a grant award from the Administrative Office of the Courts - Office of Problem-Solving Courts to pay for the salary and benefits of four staff positions.

The salary and benefits for the four staff positions are as follows: FRP Court Coordinator at \$66,000.00, FRP Peer Recovery Advocate at \$31,862.00, FRP Parent Mentor I at \$12,500.00, and FRP Parent Mentor II at \$12,500.00.

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

The agreement is late because of delays finalizing the contracts between the Family Recovery Program, Inc. and the Circuit Court for Baltimore City.

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 Agreement with the Family Recovery Program, Inc.

MINUTES

Circuit Court for Baltimore City - Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to authorize acceptance of the Grant Award from the Maryland Judiciary, Administrative Office of the Courts. The period of the Grant Award is July 1, 2016 through June 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$319,301.00 - 5000-540317-1100-109400-405001 - Adult Drug Court
122,862.00 - 5000-539210-1100-668000-405001 - Family Recovery
\$442,163.00

BACKGROUND/EXPLANATION:

The grant will provide funding for personnel and other related costs to operate the Circuit Court's Drug Court program. The grant will also fund related personnel cost for the Family Recovery Program of Baltimore City, Inc. via pass through funding.

The Grant Award is late because of a delay receiving the final grant award documentation.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board authorized acceptance of the Grant Award from the Maryland Judiciary, Administrative Office of the Courts.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

4299 -4319

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. 7.

MINUTES

PERSONNEL

Office of the Comptroller

- 1. Create the following position:

Classification: Board of Estimates Technician I
 Job Code: 10070
 Grade: 088 (\$44,326.00 - \$50,069.00)
 Position No.: To Be Assigned by BBMR

Cost: \$17,890.00 - 1001-000000-1300-157400-601001

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 Audits

- 2. Create the following two positions:

Classification: Auditor II
 Job Code: 34111
 Grade: 927 (\$62,000.00 - \$99,200.00)
 Position Nos.: To Be Assigned by BBMR

Cost: \$170,316.00 - 1001-000000-1310-157800-601001

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

Baltimore Police Department

	<u>Hourly Rate</u>	<u>Amount</u>
3. PATRICIA N. COCHRANE	\$14.42	\$30,000.00
4. SHEREE D. PETERSON	\$14.42	\$30,000.00

Account: 1001-000000-2042-198100-601009

MINUTES**PERSONNEL**Hourly RateAmountBaltimore Police Department - cont'd

Mses. Cochrane and Peterson, retirees, will continue to work as a Contract Services Specialist I (Police Report Reviewer). Their duties will include, but are not limited to reviewing the National Crime Information Center's (NCIC) entries, police reports, and supporting documents. They will also continue to contact victims, complainants, courts, individuals, and sources for follow-up information. In addition, they will access local, state, and federal databases for additional information, update records on local databases and the NCIC to reflect changes, and prepare police supplemental reports. These are the same salaries as in the previous contract period. The period of the agreement is effective upon Board approval for one year.

5.	JAMES L. PRICE	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Price, retiree, will continue to work as a Contract Services Specialist I (Police Report Reviewer). His duties will include, but are not limited to reviewing police reports submitted online by the public to ensure they are consistent with uniform crime reporting and departmental standards. Mr. Price will also process arrests and court disposition supplements, coordinate with the Evidence Control Unit regarding disposal of evidence upon conclusion of criminal cases, and assist with various data entry tasks. These are the same salaries as in the previous contract period. The period of the agreement is November 21, 2016 through November 20, 2017.

MINUTES**PERSONNEL**

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Baltimore Police Department</u> - cont'd		
6. JOHN R. DOLLY, JR.	\$14.42	\$30,000.00

Account: 1001-000000-2042-198100-601009

Mr. Dolly Jr., retiree, will continue to work as a Contract Services Specialist I (Storekeeper I). His duties will include, but are not limited to transferring all evidence requested for analysis by the Firearms Unit and assuring the safe condition and completion of the inventory of every firearm received into the lab. This is the same salary as in the previous contract period. The period of the agreement is November 21, 2016 through November 20, 2017.

7. DAVID W. NEVERDON	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Neverdon, retiree, will work as a Contract Services Specialist I (Storekeeper). His duties will include, but are not limited to receiving property/evidence submissions from police officers/lab personnel, ensuring accuracy, and completeness of all associated paperwork, and ensuring information is entered into the evidence tracking system. Mr. Neverdon will also release property for examination/evidence for court, update computer with appropriate changes of location of the property for chain of custody and documentation of location, release property to the public and documents same in the computer, and lift and handle evidence submitted to the Evidence Control Unit. This is the same salary as in the previous contract period. The period of the agreement is November 26, 2016 through November 25, 2017.

MINUTES

PERSONNEL

	<u>Hourly Rate</u>	<u>Amount</u>
<u>Baltimore Police Department</u> - cont'd		
8. ESSEX R. WEAVER	\$14.42	\$30,000.00

Account: 1001-000000-2042-198100-601009

Mr. Weaver, retiree, will continue to work as a Contract Services Specialist I (Storekeeper I). His duties will include, but are not limited to handling all of the non-Control Dangerous Substance, money and gun property, inventorying of new property, storing and documenting the location of the property; purging old property, and filling in at the receiving counter. This is the same salary as in the previous contract period. The period of the agreement is November 23, 2016 through November 22, 2017.

9. DUANE A. JEFFERSON	\$14.42	\$30,000.00
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Account: 1001-000000-2042-198100-601009

Mr. Jefferson, retiree, will continue to work as a Contract Services Specialist I (Community Service Officer). His duties will include, but are not limited to explaining requirements to registrants of the Sex Offender Registry Unit, and obtaining a signed statement from registrants acknowledging receipt of the requirements. Mr. Jefferson will also photograph the registrants at a minimum of every six-months and enter DNA samples into the Maryland State Police Crime Lab. This is the same salary as in the previous contract period. The period of the agreement is November 23, 2016 through November 22, 2017.

On January 3, 1996, the Board approved a waiver to the Administrative Manual policy 212-1, part I, which allowed the Police Department to hire retired police officers on a contractual basis.

MINUTES

PERSONNEL

Baltimore Police Department - cont'd

10. a. Create the following Non-Civil Service Classification:

Classification: Police Investigator
Job Code: 10275
Grade: 85P (\$130,500.00) Flat

b. Reclassify the following position:

From: Police Major
Job Code: 10278
Grade: 84P (\$123,900.00)
Position No.: 19224

To: Police Investigator
Job Code: 10275
Grade: 85P (\$130,500.00)

Cost: \$6,600.00 - 1001-000000-2042-198101-601062

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 General Services

	<u>Hourly Rate</u>	<u>Amount</u>
11. VARGHESE PARANILAM	\$34.21	\$64,999.00

Account: 1001-000000-1981-194700-601009

Mr. Paraniham will work as a Contract Services Specialist II (Agency IT Specialist III/Business Analyst/Project Manager). His duties will include, but are not limited to assisting the Department's Business Process Improvement

MINUTES**PERSONNEL**Department of General Services - cont'd

Unit in the observation of service operations, documenting the workflow and processes necessary to develop complete user stories and required documents and user story maps. Mr. Paranilam will also identify and solve technical and/or database requirements for various business process improvement projects developed or lead by the Department's Business Process Improvement Unit or Fiscal and Strategic Management staff, communicate with and coordinate external resources required to complete tasks related to coding, application, development and delivery, and data warehouse development. The period of the agreement is effective upon Board approval for one year.

Department of Public Works12. Reclassify the following filled positions:

From: Utilities Installer & Repairer III
 Job Code: 53513
 Grade: 428 (\$30,260.00 - \$32,912.00)
 Position Nos.: 22674, 34230, 22452, 22675, 22693, 22695

To: Utility Meter Tech. II
 Job Code: 34313
 Grade: 082 (\$44,858.00 - \$54,520.00)

Cost: \$327,142.00 - 2071-000000-5471-609100-601001
 (3 positions)
 2071-000000-5471-609202-601001
 (3 positions)

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

MINUTES**PERSONNEL**

Department of Public Works - cont'd

13. Reclassify the following filled positions:

From: Water Service Representative
 Job Code: 34321
 Grade: 078 (\$29,672.00 - \$34,218.00)
 Position Nos.: 20404, 33721, 50001, 24007, 24003, 50008,
 50005, 24006, 24005, 49997, 50000, 50002,
 50007

To: Utility Meter Tech. I
 Job Code: 34310
 Grade: 078 (\$29,672.00 - \$34,218.00)

Cost: \$649,586.00 - 2071-000000-5471-609001-601001
 (7 positions)
 2071-000000-5471-609200-601001
 (6 positions)

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

Health Department

	<u>Hourly Rate</u>	<u>Amount</u>
14. DARRYL D. BURRELL	\$18.90	\$24,570.00
15. DARYL MACK	\$19.54	\$37,790.36

Account: 1001-000000-3023-274000-601009

Messrs. Burrell and Mack will work as a Contract Services Specialist II (Community Health Educator I/Peer Educator). Their

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

duties will include, but are not limited to conducting strategic outreach in high-risk communities, establishing relationships with community stakeholders and promoting opportunities for collaboration. Messrs. Burrell and Mack will also facilitate overdose prevention and response training; make referrals to drug treatment for people suffering from substance use disorders. They will conduct peer counseling to program participants, health and harm reduction education and counseling, HIV, Hepatitis C, and STD Prevention Education with program participants and other community members, pre/post HIV and Hepatitis C testing and counseling and syringe exchanges and Phlebotomy duties. The period of the agreement is November 1, 2016 through June 30, 2017.

16. Create the following position:

Classification: Program Coordinator

Job Code: 31192

Grade: 923 (\$58,300.00 - \$93,500.00)

Position No.: To Be Assigned by BBMR

Cost: \$84,850.20 - 4000-484716-3023-513200-601001

17. Reclassify the following filled position:

From: Social Services Coordinator

Job Code: 81171

Grade: 084 (\$35,564.00 - \$42,446.00)

Position No.: 3023-50567

To: Senior Social Services Coordinator

Job Code: 81172

Grade: 086 (\$38,152.00 - \$46,019.00)

Savings: \$3,347.58 - 4000-480317-3150-736900-601001

MINUTES**PERSONNEL**Health Department - cont'd18. Create the following position:

Classification: Operations Officer I
 Job Code: 00085
 Grade: 923 (\$58,300.00 - \$93,500.00)
 Position No.: To Be Assigned by BBMR

Cost: \$85,173.05 - 1001-000000-3001-568000-601001

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

Board of Liquor License Commissioners19. Reclassify the following filled position:

From: Liquor Board Accounting Asst. II
 Job Code: 34162
 Grade: 085 (\$36,681.00 - \$44,199.00)
 Position No.: 15934

To: Accountant I
 Job Code: 34141
 Grade: 088 (\$41,326.00 - \$50,069.00)

Cost: \$6,033.00 - 1001-000000-8500-598900-601001

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>Department of Law</u>		
20. BENJAMIN BOR	\$38.00	\$66,500.00

Account: 2036-000000-1752-175200-601009

Mr. Bor will work as a Contract Services Specialist II (Assistant Solicitor/Special Assistant Solicitor). His duties will include, but will not be limited to advising City agencies on responses to subpoenas and public information requests, providing training on responding to public information requests, handling guardianship matters for the Baltimore City Health Department, and assisting in litigation involving the City. This is a 5% increase in the hourly rate from the previous contract period. The period of the agreement is effective upon Board approval for one year.

Mayor's Office of Criminal Justice

21. ANN TINDALL	\$25.00	\$ 1,000.00
22. ELISEBA OSORE	\$25.00	\$ 1,000.00

Account: 4000-476515-2252-690500-603018

The above-listed contractual employees will each serve as a Contract Service Specialist II (Social Services Supervisor Visitation Center Supervisor). Their duties will include, but are not limited to overseeing the coordination of operations while at the Visitation Center, including the Supervision of the Visitation and Exchange Monitors. They will be responsible for

MINUTES**PERSONNEL**MOCJ - cont'd

knowing the daily schedule of families served and pertinent information regarding visitation and exchange circumstances for each day and will facilitate the arrivals and departures of all clients.

They will ensure proper coverage at entrances, waiting areas, and visitation areas. They will provide staff guidance to assist them in properly and effectively providing services. They will also be responsible for maintaining any records or documents pertaining to work covered under the agreement and store them at the Visitation Center. The period of the agreement is effective upon Board approval through February 28, 2017.

	<u>Hourly Rate</u>	<u>Amount</u>
23. ELISEBA OSORE	\$15.00	\$ 4,067.25
24. AKILAH MUHAMMAD	\$15.00	\$ 4,067.25

Account: 4000-476515-2252-690500-603018

The above-listed contractual employees will each serve as a Contract Services Specialist II (Visitation Center Monitor). Their duties will include, but will not be limited to observing visitation sessions between visiting parents and children, intervening as necessary during visits or exchanges to address any concerns that may arise with parents and/or children. They will keep accurate and complete records of any safety concerns or potential problems that come up during a visitation session. They will also meet parents and/or children before and after visits to check in with them and refer them to needed services or programs, maintain clear and consistent communication with the on-site supervisor, on-site police, other monitors, and volunteers by phone, email or in person. They will coordinate

MINUTES**PERSONNEL**MOCJ - cont'd

the safety of visits, maintain client files, personal timesheets and invoices, discuss case progress and concerns with supervisors, and attend meetings about case status and other center operational issues. In addition, they will attend preliminary sessions and trainings as they arise, comply with all Visitation Center policies and procedures including confidentiality, safety, reporting procedures, administrative and operational procedures. The maximum rate of hours is 271.15 for each contractual employee. The hourly rate of pay for Ms. Osore is a 67% decrease from the previous contract and for Ms. Muhammad is the hourly rate of pay is the same as the previous contract. The period of the agreement is effective upon Board approval through February 28, 2017.

Environmental Control Board

25. **DURRESHAHWAR SMITH** \$20.00 **\$39,680.00**

Account: 1001-000000-1170-138600-601009

Ms. Smith will serve as a Contract Services Specialist II (Office Support Specialist III Scheduling Coordinator). She will schedule all hearings mandated by the City Code due to the increase in citations issued by City agencies. The period of the agreement is effective upon Board approval for one year.

Department of Recreation and Parks

26. **BARBARA WILLIAMS** \$10.00 **\$ 6,420.00**

Account: 2096-796683-7960-862300-601009

Ms. Williams, retiree, will serve as a Contract Specialist I (Recreation Leader II Program Leader). She will be responsible for programming art and crafts, games, music, trips, health promotion with guest speakers, and attend

MINUTES**PERSONNEL**Department of Recreation and Parks - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
<p>required agency meetings. She will also maintain effective lines of communication to assure coordination with other center programming space assignments, maintain programming attendance reports, and meet with the Division Chief on a monthly basis for the purpose of planning and evaluation. The period of the agreement is effective upon Board approval for one year.</p> <p>The salary is in compliance with the AM 212-1, Part I.</p>		
27. GEORGE CANNOLES	\$ 9.50	\$10,374.00
Account: 6000-680817-4782-717400-601009		
<p>Mr. Cannoles, retiree, will serve as a Contract Service Specialist I (Museum Curator/Community Aide-Orchard Exhibit Curaor). He will serve as a curator of the Orchid Exhibit at the Howard P. Rawlings Conservatory, provide gardening work in and around the grounds of the Conservatory, greet visitors, and conduct sales in the Conservatory's Gift Shop. The period of the agreement is effective upon Board approval for one year.</p>		
28. MIRIAM BLANK	\$32.00	\$38,400.00
29. LAUREN CARRIG	\$32.00	\$38,400.00
30. COURTNEY EVANDER	\$32.00	\$38,400.00
Account: 6000-680517-4792-369800-601009		

MINUTES**PERSONNEL**Department of Recreation and Parks - cont'dHourly RateAmount

The above-listed contractual employees will each serve as a Contract Services Specialist II (Ice Skating Coach). They will provide figure skating instructions for the Learn to Skate Program, summer camps, and services in preparation for the US Figure Skating National Proficiency Testing. The period of the agreement is effective upon Board approval for one year.

31. **WALLY STEPHENSON** \$44.80 **\$85,379.84**

Account: 1001-000000-4803-371400-601009

Mr. Stephenson will serve as a Contract Specialist II (Health Facilities Coordinator/Facility Maintenance Coordinator). He will prioritize and coordinate water line replacements, underground fiber cable solutions, and fence repairs. He will also be responsible for stone wall stabilization, water hydrant installation, fountain repairs, facility repairs, renovation, and construction. The period of the agreement is effective upon Board approval for one year.

32. **TANIRA McCLURKIN** \$22.05 **\$42,022.89**

Account: 1001-000000-4791-576400-601009

Ms. McClurkin will work as a Contract Services Specialist II (Recreation Programmer). Her duties will include, but are not limited to organizing plans, promoting and overseeing a specified City-wide recreation program including classes, tournaments, contests and academic/self-improvement programs, recruiting, training, and evaluating part-time program specialists, officials, judges and referees. She will oversee contractual arrangement with

MINUTES

PERSONNELDepartment of Recreation and Parks - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
athletic associations to provide sports officials for games to ensure compliance with contractual terms, develop, and oversee compliance with disciplinary policies and protocols required to qualify for continued participation in sports leagues. In addition, she will organize and conduct training programs of staff specialists and volunteers, meet with community associations, athletic and or cultural groups or associations, public and private agencies, schools, and special interest groups to promote interest and involvement in recreational programs and facilities. This salary is a 5% increase from the previous contract. The period of the agreement is effective upon Board approval for one year.		

State's Attorney's Office (SAO)

33. SHARON ALSTON	\$27.20	\$51,862.00
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Account: 1001-000000-1151-118000-601009

The period of the agreement is effective upon Board for one year.

34. AVON MACKEL	\$28.56	\$54,455.00
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Account: 1001-000000-1150-118000-601009

This is a 2% increase from the previous contract. The period of the agreement is October 28, 2016 through October 27, 2017.

The above-listed contractual employees will each serve as a Contract Services Specialist I (Investigator/SAO Investigator). They will investigate felony, homicide and violent crime cases, locate and interview witness, and act as a liaison with police agencies.

MINUTES**PERSONNEL**State's Attorney's Office - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
35. REGINALD LUCKETT	\$24.48	\$46,675.00

Account: 1001-000000-1150-120900-601009

Mr. Lockett, retiree, will serve as a Contract Services Specialist I (Investigator/SAO Investigator). He will assist in the investigation and movement of cases, input of charges, finalize charging documents, finding open warrants and communicating with Public Safety staff and members. This is a 2% increase from the previous contract period. The period of the agreement is October 28, 2016 through October 27, 2017.

On March 3, 1999, the Board of Estimates approved a waiver of the AM 212-1 to allow the hiring retired Police Offices, as Investigators for the Office of the State's Attorney with no restrictions on the number of work hours and rate of pay.

36. SCHNELL GREER	\$34.56	\$30,000.00
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Account: 5000-579817-1150-118000-601009

Ms. Greer will work as a Contract Services Specialist II (Assistant State's Attorney). She will review all victim/civilian criminal complaints filed against criminal defendants. The period of the agreement is effective upon Board approval for one year.

Department of Transportation

37. JAMES A. DECKER, III	\$28.85	\$60,000.00
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Account: 1001-000000-2303-659100-601009

MINUTES

PERSONNELDepartment of Transportation - cont'd

	<u>Hourly Rate</u>	<u>Amount</u>
<p>Mr. Decker, III will work as a Contract Services Specialist II (Program Coordinator/Bike Share Coordinator). This is a 3% increase in the hourly rate from the previous contract period. He will be responsible for coordinating with the marketing firm on advertisement and sponsorship revenue, coordinating with the Bike Share Operator and other City agencies, and the community monitoring construction of initial and subsequent phases of the Bike Share System. He will also be responsible for overseeing and coordinating the procurement of the equipment/hardware necessary for the Bike Share launch and conducting performance monitoring audits and incident investigations. In addition, he will ensure that the operator is maintaining the agreed upon bike to dock ratio and that bicycle transfers/distributions are executed in a timely and effective manner. The period of the agreement is effective upon Board approval for one year.</p>		

Fire Department

38.	BARBARA J. HEMBERGER	\$32.39	\$24,000.00
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Account: 1001-000000-2101-225900-601009

Ms. Hemberger, retiree, will work as a Contract Services Specialist I (Special Advisor). Her duties will include, but will not be limited to scheduling and attending meetings, assembling materials, taking and transcribing minutes, managing contact lists, and producing and managing documents. This salary is a 10% increase from the previous contract period. The period of the agreement is November 6, 2016 through November 5, 2017.

THE DEPARTMENT IS REQUESTING A WAIVER OF THE HOURLY RATE PORTION IN AM 212-1.

MINUTES**PERSONNEL**Department of Human Resources39. Administrative CorrectionAdjust the salary of the following salary range

<u>Grade</u>	<u>From</u>	<u>To</u>
082	\$8.30	\$8.75
812	\$8.28	\$8.75

There are no costs associated with this action.

On June 29, 2016, the Board of Estimates approved the new Minimum Wage increases for 18 grades based on new Minimum Wage Law effective July 1, 2016. Due to an administrative error, the above two unpopulated grades were inadvertently left off.

40. Administrative Correction

- a) From: Utility Meter Reader Technician II
Job Code: 34264
Grade: 080 (\$31,142.00 - \$36,634.00)
- To: Utility Meter Technician II
Job Code: 34264
Grade: 082 (\$33,140.00 - \$39,199.00)
- b) From: Utility Meter Technician III
Job Code: 34314
Grade: 081 (\$32,076.00 - \$38,001.00)
- To: Utility Meter Technician III
Job Code: 34314
Grade: 083 (\$34,297.00 - \$40,788.00)
- c) From: Utility Meter Reader
Technician Supervisor
Job Code: 34319
Grade: 084 (\$35,564.00 - \$42,446.00)

MINUTES**PERSONNEL**Department of Human Resources

To: Utility Meter Technician Supervisor
Job Code: 34319
Grade: 085 (\$36,681.00 - \$44,199.00)

There are no costs associated with this these actions.

On July 27, 2016, the Board approved the creation of the classes. However, because of a Departmental error, the classes were created at the incorrect grades. The correct class titles and grades are as listed above.

41. a. Create the following four new classifications:

Classification: Compensation Analyst I
Job Code: 33622
Grade: 090 (\$44,858.00 - \$54,520.00)

Classification: Compensation Analyst II
Job Code: 33623
Grade: 927 (\$62,000.00 - \$99,200.00)

Classification: Compensation Analyst III
Job Code: 33624
Grade: 929 (\$65,900.00 - \$105,300.00)

Classification: Compensation Manager
Job Code: 33625
Grade: 931 (\$71,000.00 - \$113,500.00)

b. Classify the following vacant position:

From: New Position
Job Code: 90000
Grade: 900 (\$1.00 - \$204,000.00)
Position No.: 1603-50272

MINUTES**PERSONNEL**Department of Human Resources

To: Compensation Manager
Job Code: 33625
Grade: 931 (\$71,000.00 - \$113,500.00)

c. Reclassify the following five filled positions:

From: HR Specialist I
Job Code: 33628
Grade: 090 (\$44,858.00 - \$54,520.00)
Position Nos.: 51341 and 51342

To: Compensation Analyst I
Job Code: 33622
Grade: 090 (\$44,858.00 - \$54,520.00)

From: HR Specialist II
Job Code: 33629
Grade: 927 (\$62,000.00 - \$99,200.00)
Position Nos.: 51339 and 51340

To: Compensation Analyst II
Job Code: 33623
Grade: 927 (\$62,000.00 - \$99,200.00)

From: HR Specialist III
Job Code: 33630
Grade: 929 (\$65,900.00 - \$105,300.00)
Position No.: 10017

To: Compensation Analyst III
Job Code: 33624
Grade: 929 (\$65,900.00 - \$105,300.00)

Cost: \$143,500.00 - 1001-000000-1603-172500-601001

MINUTES**PERSONNEL**Department of Human Resources42. Reclassify the following vacant position:

From: Operations Officer III
Job Code: 00087
Grade: 929 (\$65,900.00 - \$105,300.00)
Position No.: 47028

To: Program Compliance Officer II
Job Code: 31502
Grade: 927 (\$62,000.00 - \$99,200.00)

There are no costs associated with this action.

Circuit Court for Baltimore City43. Reclassify the following vacant position:

From: Court Secretary II
Job Code: 00813
Grade: 089 (\$43,026.00 - \$52,239.00)
Position No.: 46840

To: Executive Assistant
Job Code: 10083
Grade: 904 (\$46,000.00 - \$73,600.00)

Cost: \$66,055.00 - 5000-544417-1100-117001-601001

MINUTES

Department of Public Works/Office - Memorandum of Understanding
of Engineering & Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Memorandum of Understanding with the University of Baltimore/Baltimore Neighborhood Indicators Alliance-Jacob France Institute. The period of the agreement is effective upon Board approval for 18 months or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$26,386.00 - 2072-000000-5181-389700-603026

BACKGROUND/EXPLANATION:

The Department of Public Works desires to partner with the University of Baltimore/Baltimore Neighborhood Indicators Alliance-Jacob France Institute to create an interactive resource tool for urban water quality and community-based efforts on improving water quality for timely monitoring, research and more coordinated activities to strengthen the relationship between improving urban waters and community revitalization.

This partnership of incorporating stormwater management sites into an interactive resource tool will allow all stakeholders to view, analyze, and generate maps and reports based on information pertaining to capital projects aimed at improving water quality.

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 University of Baltimore/Baltimore Neighborhood Indicators Alliance-Jacob France Institute.

MINUTES

Department of Public Works/Office - Amendment No. 1 to Agreement
Of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 1 to Agreement with Brown & Caldwell, Inc. under SC 944B Urgent Needs Wastewater Engineering Services. The amendment will extend the agreement through December 17, 2017.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

The extension is necessary to continue providing urgent need wastewater engineering services related to the evaluation, assessment, and design for rehabilitation, repairs, maintenance, and new construction for the continued improvement of the City's sanitary sewer system.

APPROVED FOR FUNDS BY FINANCE**AUDITS NOTED THE TIME-EXTENSION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 1 to Agreement with Brown & Caldwell, Inc. under SC 944B Urgent Needs Wastewater Engineering Services.

MINUTES

Department of Public Works/Office of - Task Assignment
Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 026 to Arcadis US, Inc. under Project 1303, On-Call Project and Construction Management Assistance. The period of the task assignment is approximately 7 months.

AMOUNT OF MONEY AND SOURCE:

\$114,232.26 - 9956-905527-9551-900010-706063 - SC 845R
114,232.26 - 9956-910533-9551-900010-703063 - SC 852R
114,232.26 - 9956-904754-9551-900020-706063 - SC 890
\$342,696.78

BACKGROUND/EXPLANATION:

The Office of Engineering and Construction is in need of assistance from Arcadis US, Inc. to provide construction management assistance on various projects including, but not limited to SC 845R - ENR Nitrification Facilities Patapsco Wastewater Treatment Plant, SC 852R - Denitrification Filters and Related Work for the ENR Facilities at Patapsco Wastewater Treatment Plant, SC 890 - Improvements to the Eastern Portion of the Low Level Sewershed for the Department of Public Works/Office of Engineering and Construction.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 026 to Arcadis US, Inc. under Project 1303, On-Call Project and Construction Management Assistance.

MINUTES

Department of Public Works - Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize acceptance of a Grant Award from the Maryland Department of the Environment (MDE).

AMOUNT OF MONEY AND SOURCE:

\$3,000,000.00 - MDE

BACKGROUND/EXPLANATION:

The Grant Award received from the MDE is developed and administered by the Maryland Water Quality Financing Administration, FY17 Energy Water Infrastructure Program.

The purpose of the grant is to fund the installation of Combined Heat and Power at the Back River Waste Water Treatment Plant.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorize acceptance of the Grant Award from the Maryland Department of the Environment.

MINUTES**TRAVEL REQUEST**

<u>Name</u>	<u>To Attend</u>	<u>Funds</u>	<u>Amount</u>
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RETROACTIVE TRAVEL APPROVALPolice Department

1. Kyle Gooden	Martha's Vineyard, MA Aug. 14 - 20, 2016 (Reg. Fee \$0.00)	General Fund	\$1,827.49
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Mr. Gooden traveled to Martha's Vineyard, MA to accompany the Mayor for security purposes. The Department paid hotel accommodations and other expenses on a City-issued PNC credit card assigned to Mr. Gooden, as follows:

\$1,195.00 Hotel - (\$239.00 x 5 days) (8/14/16 - 8/18/16)	
359.00 Hotel - (8/19/16)	
115.90 Taxes - (\$23.18 x 5 days) (8/14/16 - 8/18/16)	
34.82 Taxes - (8/19/16)	
122.77 Meals - (8/14/16 - 8/19/16)	
<u>\$1,827.49</u>	

The travel approval is late because of a delay in the administrative process. The Department was unable to meet the requirements of travel procedures outlined in the Administrative Manual, Section 240, regrets the late submission of these requests, and asks for the Board's approval.

The Board, UPON MOTION duly made and seconded, approved the retroactive travel request. The Mayor **ABSTAINED**.

MINUTES

Police Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Agreement among the Mayor and City Council of Baltimore (City), the Police Department, and the Downtown Partnership of Baltimore, Inc. (DPOB). The period of the Agreement is October 6, 2016 through October 5, 2017.

AMOUNT OF MONEY AND SOURCE:

There are no general funds involved in this transaction.

The DPOB will reimburse the City at the rate of \$45.00 per hour per officer and \$50.00 per hour, plus an administrative fee of \$1.00 per hour.

BACKGROUND/EXPLANATION:

The City has experienced an increase in violent crime in the Charles Street corridor and adjoining areas. The DPOB is a non-profit that promotes and advances the civic interests and general welfare in this area. Recognizing that public safety is a shared responsibility of the entire community, the DPOB has agreed to reimburse the City for certain costs associated with the deployment of its officers at the DPOB's Downtown Management Area.

The Police Department's current staffing levels and budget are not sufficient to deploy additional dedicated officers in this area, at the times such measures may be most helpful. It is expected that the Police Department officers will be deployed in this area on foot patrol approximately six to seven hours per day, seven days per week.

MINUTES

Police Department - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION SUBJECT TO REVIEW OF THE INVOICES PRIOR TO PAYMENT.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement among the Mayor and City Council of Baltimore, the Police Department, and the Downtown Partnership of Baltimore, Inc.

MINUTESPolice Department - Grant Award Agreements

The Board is requested to approve and authorize execution of the various Grant Award Agreements. The period of the Grand Award Agreement is September 1, 2016 through August 31, 2018.

1. **MARYLAND EMERGENCY MANAGEMENT AGENCY** **\$607,626.00**

Account: 4000-482116-2023-212600-600000

This FY16 State Homeland Security Grant Award will provide support for the development and sustainment of core capabilities to fulfill the goal of National Preparedness. The funds will be used to cover the costs related to planning, organization, equipment, training, and exercise needs associated with acts of terrorism and other catastrophic events.

2. **MARYLAND EMERGENCY MANAGEMENT AGENCY** **\$686,304.00**

Account: 4000-482016-2023-212600-600000

This FY16 Urban Area Security Initiative Grant Award is intended to facilitate and strengthen the nation and Maryland against risks associated with potential terrorist attacks, while concentrating on developing integrated systems for prevention, protection, response, and recovery.

The Grant Award Agreements are late because the award documents were recently received.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the various Grant Award Agreements.

MINUTESPolice Department - Grant Award**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of a Grant Award from the Governor's Office of Crime Control and Prevention (GOCCP). The period of the grant award is October 1, 2016 through September 30, 2017.

AMOUNT OF MONEY AND SOURCE:

\$ 80,000.00 - 4000-482217-0241-667600-600000
 40,000.00 - 1001-000000-2021-212600-600000
\$120,000.00

BACKGROUND/EXPLANATION:

This Grant Award from the GOCCP will be used for Baltimore's Domestic Violence/Witness Liaison program. This program assists in developing and implementing strategies specifically intended to provide assistance to domestic violence victims as their case(s) progress through the criminal justice system. The funds will provide the salary of personnel who will administer a multitude of tasks that support the effort to reduce the incidents of domestic violence in Baltimore City.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved acceptance of the Grant Award from the Governor's Office of Crime Control and Prevention.

MINUTES

CITY COUNCIL BILL:

14-0353 - An Ordinance concerning the Sale of Property - 1511 Ashburton Street for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain property known as 1511 Ashburton Street (Block 2408, Lot 066) and no longer needed for public use; and providing for a special effective date.

THE DEPARTMENT OF PUBLIC WORK'S UTILITY RECORDS SHOW SANITARY SEWERS AND A STORM DRAIN LOCATED WITHIN THE PROPERTY. SHOULD THE CITY SELL THIS PARCEL, IT WILL BE NECESSARY TO INCLUDE EASEMENTS IN THE FINAL DEED OF SALE TO ALLOW CONTINUED ACCESS TO THE CITY-OWNED AND MAINTAINED UTILITIES. BASED ON THESE FINDINGS, THE DEPARTMENT OF PUBLIC WORKS HAS NO OBJECTION TO THE PASSAGE OF CITY COUNCIL BILL 14-0353 SUBJECT TO EASEMENTS FOR THE CITY-OWNED UTILITIES LOCATED WITHIN THE PARCEL.

THE DEPARTMENT OF REAL ESTATE RECOMMENDS THAT ANY SALE BE SUBJECT TO AN EASEMENT AND THE FOLLOWING LANGUAGE BE INCLUDED IN ANY LAND DISPOSITION AGREEMENT. THE DEED CONVEYING THE PROPERTY FROM THE CITY TO THE DEVELOPER SHALL PROVIDE FOR A RESERVATION OF AN EASEMENT IN FAVOR OF THE CITY AS FOLLOWS: "GRANTOR RESERVES FOR ITSELF AN EASEMENT TO INSTALL, INSPECT, MAINTAIN AND REPLACE A WIRELESS COMMUNICATION DEVICE ON THE ROOF/EXTERIOR [SPECIFY LOCATION] THAT IS PART OF BALTIMORE CITY'S SYSTEM FOR REMOTE READING AND DATA TRANSMISSION OF WATER METERS (THE WIRELESS DEVICE). AT NO COST TO GRANTOR, THE GRANTEE SHALL PERMIT THE GRANTOR TO CONNECT THE WIRELESS DEVICE TO, AND TO DRAW POWER FROM, THE GRANTEE'S ELECTRICAL POWER DISTRIBUTION SYSTEM AND/OR TIME TO TIME AS NEEDED TO INSPECT, REPAIR, AND/OR UPGRADE SUCH WIRED CONNECTIONS. THE GRANTEE SHALL NOT INTERFERE WITH THE PROPER FUNCTIONING

MINUTES

CITY COUNCIL BILL:

OF THE WIRELESS DEVICE BY OBSTRUCTION, ELECTRICAL SYSTEM OVERLOAD, DISCONNECTION, OR ANY OTHER MANNER WHATSOEVER. IF AT ANY TIME THE GRANTEE DESIRES TO HAVE THE WIRELESS DEVICE MOVED IN ORDER TO EFFECT ANY REPAIR, RENOVATION OR OTHER IMPROVEMENT TO THE PROPERTY, GRANTEE SHALL GIVE A LEAST SIXTY (60) DAYS' PRIOR NOTICE TO GRANTOR, DURING WHICH TIME THE PARTIES SHALL COOPERATE IN GOOD FAITH TO ACCOMMODATE A RELOCATION OF THE WIRELESS DEVICE IN RESPECT OF GRANTEE'S NEEDS TO THE EXTENT REASONABLE AND PRACTICAL."

THE DEPARTMENT OF REAL ESTATE DOES NOT SUPPORT THE PASSAGE OF THIS LEGISLATION UNLESS A REEXAMINATION IS PERFORMED TO DETERMINE IF IT IS NEEDED TODAY FOR PUBLIC USE.

ALL OTHER REPORTS RECEIVED WERE FAVORABLE.

UPON MOTION duly made and seconded, the Board approved Bill 14-0353 and directed that the Bill be returned to the City Council with the recommendation that it also be approved and passed by that Honorable Body. The President **ABSTAINED**.

MINUTES

Bureau of the Budget and - Supplementary State Fund
Management Research Operating Appropriation

ACTION REQUESTED OF B/E:

The Board is requested to approve a Supplementary State Fund Operating Appropriation to provide funding for a grant for the Department of Public Works, Service No. 730: Public and Private Energy Performance.

AMOUNT OF MONEY AND SOURCE:

\$3,000,000.00 - Maryland Department of the Environment (MDE)

BACKGROUND/EXPLANATION:

The grant for the Department of Public Works is from the Maryland Department of the Environment developed and administered by the Maryland Water Quality Financing Administration. The source of funds is the grant award from the MDE submitted for acceptance and approval on page 81 of the October 26, 2016 agenda.

The purpose of the grant is to fund the installation of Combined Heat and Power at the Back River Waste Water Treatment Plant.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the Supplementary State Fund Operating Appropriation to provide funding for a grant for the Department of Public Works, Service No. 730: Public and Private Energy Performance.

MINUTES

EXTRA WORK ORDERS AND TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following pages:

4333 - 4336

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

The Transfer of Funds was approved

SUBJECT to receipt of a favorable report

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

MINUTES

EXTRA WORK ORDERS

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

Department of Transportation

- | | | | |
|--|--|--------------------------|-------|
| 1. EWO #001, \$1,064,366.27 - TR 13321, Downtown Bicycle Network | | | |
| \$ 2,849,822.40 - | | P. FLanigan & Sons, Inc. | 180 - |

Under this Extra Work Order, authorization is a requested for the Department of Transportation (DOT) Traffic to stripe dedicated Bus Only Lanes on Pratt and Lombard Streets. Limits of work for both Pratt and Lombard Streets and Howard Street to President Street. This work is Red Line Revision #1 which was issued by DOT Traffic. Due to the weather restrictions for the proposed material used, traffic patterns, and pedestrian volumes, 180 days have been added to the contract duration to perform this work. The 180-day extension request will extend the contract to December 17, 2017 from the original completion date of June 20, 2017. This Change Order is broken down by each location of Pratt and Lombard Streets. This break down is due to roadway surface of each street, which is concrete on Pratt Street and asphalt on Lombard Street.

NEW ITEMS: PRATT STREET

518-P	5 Inch White Thermo Markings/Solid and Skips	3519.00 LF	@\$	1.50	\$	5,278.50
519-P	12 Inch White Thermo Markings/Crosswalks	16000.00 LF	@\$	4.10	\$	65,600.00
520-P	24 Inch Thermo Markings/stop Bar	1130.00 LF	@\$	8.15	\$	9,209.50

MINUTES

EXTRA WORK ORDERS

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Time</u>	<u>%</u>
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext. Compl.</u>
<u>Department of Transportation - cont'd</u>			
521-P White Preformed Thermo Arrows, Lt/Rt.	9.00 EA	@\$ 290.00	\$ 2,610.00
522-P White Preformed Thermo Arrows, Turn and Through	2.00 EA	@\$ 550.00	\$ 1,100.00
523-P White Preform Thermo "Only" Graphic	8.00 EA	@\$ 385.00	\$ 3,080.00
524-P White Preform Thermo "Bus Only" Graphic	9.00 EA	@\$ 700.00	\$ 6,300.00
525-P Bus Lane Red Coating/Terracotta	28006.44 SF	@\$ 10.50	\$ 294,067.62
808-P Proposed Signage	87.25 SF	@\$ 68.00	\$ 5,933.00
526-P Remove Exist Pavement Markings/Lines	1200.00 LF	@\$ 1.85	\$ 2,220.00
527-P Remove Existing Pavement Marking Symbols	19300.00 SF	@\$ 3.30	\$ 63,690.00
114-P Maintenance of Traffic	1.00 LS	@\$96,420.00	\$ 96,420.00
528-P Pre-Coloring Roadway Cleaning	28000.00 SF	@\$ 1.00	\$ 28,000.00
115-P Street Sweeper	25.00 UD	@\$ 1,030.00	\$ 25,750.00
Total Pratt Street			\$609,258.62

MINUTES**EXTRA WORK ORDERS**

	<u>Contract</u>	<u>Prev. Apprvd.</u>		<u>Time</u>	<u>%</u>
	<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext.</u>	<u>Compl.</u>
<u>Department of Transportation - cont'd</u>					
NEW ITEMS: LOMBARD STREET					
529-L	5 Inch White Thermo Markings/Solid and Skips	9092.26 LF	@\$1 .00		\$9,092.26
530-L	10 Inch White Thermo Markings/Solid	488.15 LF	@\$2.00		\$976.30
531-L	12 Inch White Thermo Markings/Crosswalk	13361.80 LF	@\$2.65		\$35,408.77
532-L	24 Inch White Thermo Markings/ Stop Line	581.65 LF	@\$5.30		\$3,082.75
533-L	White Preform Thermo Arrows, RT/RT	32.00 EA	@\$295.00		\$9,440.00
534-L	White Preform Thermo Arrows, Turn and Through	8.00 EA	@\$550.00		\$4,400.00
535-L	White Preform Thermo "ONLY" Graphic	8.00 EA	@\$385.00		\$3,080.00
536-L	White Preform Thermo "BUS ONLY" Graphic	9.00 EA	@\$695.00		\$6,255.00
537-L	Bus Lane Red Coating/Terracotta	25818.23 SF	@\$10.55		\$272,382.32
809-L	Proposed Signage	126.17 SF	@\$63.25		\$7,980.25
810-L	Sign Removal	6.00 EA	@\$85.00		\$510.00

MINUTES

EXTRA WORK ORDERS

<u>Contract</u>	<u>Prev. Apprvd.</u>	<u>Time</u>	<u>%</u>	
<u>Awd. Amt.</u>	<u>Extra Work</u>	<u>Contractor</u>	<u>Ext. Compl.</u>	
<u>Department of Transportation - cont'd</u>				
538-L	Removal of Existing Pavement Markings	2000.00 LF	@\$1.85	\$3,700.00
539-L	Removal of Existing Pavement Markings Symbols	1500.00 SF	@\$3.30	\$4,950.00
116-L	Maintenance of Traffic	1.00 LS	@\$60,100.00	\$60,100.00
117-L	Street Sweeper	25.00 UD	@\$1,030.00	\$25,750.00
540-L	Pre- Coloring Roadway Cleaning	8000.00 SF	@\$1.00	\$8,000.00
			Total Lombard Street	\$455,107.65
			TOTAL NEW ITEMS	\$1,064,366.27

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,000,000.00	9950-903256-9509	
Mayor & City	Construction Reserve	
Council Rev.	Central Avenue	
140,000.00	Reconstruction	
<u>GF (HUR)</u>	Neighborhood	
	Reconstruction	
	9950-903550-9509	
\$1,140,000.00	-----	9950-905190-9527-2
		Contingencies
		Downtown Bicycle Network

This transfer of funds will fund the cost associated with Change Order #1 on Project TR 13321, Downtown Bicycle Network with P. Flanigan & Sons, Inc.

MINUTES

Department of Finance - Revised Administrative Manual Polices
AM 204-10, 209-1, and 240-10

ACTION REQUESTED OF THE B/E:

The Board of Estimates is requested to approve the following revised Administrative Manual Policies:

- AM 204-10 Job-Related Injury and Illness
- AM 209-1 Union Visitation
- AM 240-10 Employee-Owned Vehicle

The changes are effective upon Board approval.

AMOUNT AND SOURCE OF FUNDS:

There are no costs associated with these actions.

BACKGROUND/EXPLANATION:

The Administrative Manual (AM) communicates official City policies and procedures that effect the City's operations and its employees. By distilling provisions of the City Charter, Board of Estimates policies and rules, Memoranda of Understanding, as well as the decisions and directives of the City Administration, the published policies provide uniform and consistent operating rules. The Administration has conducted a comprehensive review of the Administrative Manual to identify individual policies in need of revision. The revisions reflect updates to outdated or obsolete procedures and will provide greater clarity to City operations, functions, and requirements.

The revisions are being submitted in groups addressing similar subject matter. This collection of AM revisions pertains to human resources. All policies in this set are in the 200 series and the proposed changes in each are listed below.

MINUTES

Department of Finance - cont'd

AM 204-10 (Job-related Injury and Illness)

The purpose of this policy is to outline the procedures that must be followed when an employee is injured on the job, including the duties of all of the necessary actors and the employee's right to leave time. The revisions to this policy are as follows:

- Clarifying that "Original" copies of an Employee Incident Report form must be sent to a "Third Party" Claims Administrator,
- Specifying the various methods available for supervisors to submit the "Safety" copy of an Employee Incident Report form to the Division of Occupational Safety, and
- Adding a new section titled "Related Procedures and/or Documents."

AM 209-1 (Union Visitation)

The purpose of this policy is to specify the circumstances and conditions under visits to or from union officials may occur during work hours without a loss in pay. The revisions to this policy are as follows:

- Granting union representatives reasonable time off with pay while processing grievances.

AM 240-10 (Employee-Owned Vehicle)

The purpose of this policy is to specify when City employees may be authorized to use their own vehicles for City business and collect reimbursements. The revisions to this policy are as follows:

- Requiring City employees to take a Defensive Driving Course and Recertification classes every three years administered by the Office of Risk Management before being allowed to use their personal vehicles,

MINUTESDepartment of Finance - cont'd

- Specifying the steps that must be taken by the City employee following an accident,
- Changing the reimbursement rate from 57.5 cents per mile to 54 cents per mile,
- Requiring that City employees obtain a receipt from a parking vendor before being reimbursed for parking expenses,
- Prohibiting City employees from using City-owned fuel for their personal vehicles, and
- Expanding the "Related Policies" section by including references to more policies.

MBE/WBE PARTICIPATION:

N/A

MINUTES

AM-204-10

10/26/16 (replaces 12/11/07)

Job-Related Injury and Illness

SCOPE

This policy is intended to provide employees with a comprehensive response to on-the-job injuries and illnesses, prompt medical treatment and a timely return to work. It complies with OSHA regulation 29 CFR 1904.35 on informing each employee how to report on-the-job injuries and illnesses.

POLICY SECTIONS

- Definitions
- Reporting Requirements
- Employee Responsibilities
- Supervisor Responsibilities
- Severe Injuries/Out of Town on City Business Injuries
- City of Baltimore Occupational Medical Services (Mercy Clinic)
- Notification of Return to Duty
- Job Injury Leave
- Leave Usage
- Delayed or Failure to Report Incidents Progressive Disciplinary Procedures
- Fraud Warning
- Related Policies
- Related Procedures and/or Documents

DEFINITIONS

City of Baltimore Occupational Medical Services A health care organization designated by the City of Baltimore and confirmed, by contract that provides medical services on behalf of the City of Baltimore for on-the-job. injuries and illnesses at the site designated. For this policy, the site designated is the City of Baltimore Occupational Medical Services (Mercy Clinic), 323 N. Calvert St., Baltimore, MD 21202.

MINUTES

AM-204-10 - cont'd

Discharge Instructions A written document provided to employees seen at the Mercy Clinic at the end of each visit that indicates diagnosis, treatment plan, work status and the time and place of the employees next visit. The employee should give a copy of the document to his/her supervisor immediately following each appointment.

Employee - This includes permanent full-time, permanent part-time employees and temporary employees contracted directly by the agencies (seasonal employees). It excludes consultants, volunteers and staff provided by temporary personnel agencies. For specific information on who is considered an employee for workers' compensation purposes, contact the City's Department of Finance, Office of Risk Management, at 410-396-5115.

Employee Incident Report (EIR) - A City form that is used to report job-related injuries and illness. The warehouse form number is 28-1608-5149. It is to be completed within 24 hours by the supervisor, called into Teleprompt at 1-877-607-8600 and then sent to the Third Party Administrator. The employee is to take the EIR form with him/her to the clinic for treatment.

The EIR form has 4 parts:

1. Original is for the Third Party Claims Administrator (TPA).
(The current TPA is Key Risk);
2. Safety - is designated for the Division of Occupational Safety;
3. Medical Services - is the copy which accompanies the employee to the Mercy Clinic; and
4. Agency - is to be retained with the Agency Human Resources Office.

Medical Director - A physician licensed in the State of Maryland and board certified in Occupational and Environmental Medicine

MINUTES

AM-204-10 - cont'd

who oversees the operation of the City of Baltimore Occupational Medical Services and serves as the chief physician of the City for matters of City employee medical services.

Supervisor - An employee designated by management, who exercises major, supervisory functions over other employees. These functions include hiring, evaluating, assigning work, disciplining, and dismissing.

Third Party Administrator (TPA) - An organization designated by the City of Baltimore to receive, investigate and process claims pursuant to a service contract and in accordance with the Maryland Workers' Compensation statute. For this policy, the TPA is Key Risk, 7 St. Paul Street, Suite 450, Baltimore, MD 21202.

Workers' Compensation Claim - A workers' compensation claim is a report of a job-related injury or illness that arises out of or in the course of his/her employment with the City (whether at the regular jobsite, a temporary jobsite, traveling on business for the City or driving on City business) that has been reported to the TPA and the Workers' Compensation Commission within the statutory time frame.

REPORTING REQUIREMENTS

Prompt reporting of job-related injuries and illnesses is essential for the following reasons:

- An employee will not be treated at the Mercy Clinic (unless the injury is severe) without a copy of the completed EIR, resulting in delayed medical attention.
- The TPA cannot set up a claim, authorize treatment or payments until the EIR has been called into Teleprompt or a copy of the completed EIR has been received by mail or fax. The Maryland Department of Labor, Licensing and Regulation

MINUTES

AM-204-10 - cont'd

as well as the Maryland Workers' Compensation Commission can levy late reporting actions against the City. If the City of Baltimore is fined for late reporting, any fine up to \$1,000 will be charged back to the agency responsible for the late reporting.

- Failure to report incidents or delayed reporting of incidents by employees and supervisors may result in disciplinary action.

EMPLOYEE RESPONSIBILITIES

Employees shall follow these procedures in the event of a job-related injury or illness:

1. Report any job-related injury or illness to the appropriate supervisor on the date or shift that it occurs, unless incapacitated.
2. Complete the appropriate section on the EIR and sign it as soon as possible.
3. Report to the Mercy Clinic (323 N. Calvert Street, Baltimore, MD 21202) to seek evaluation and treatment with the EIR copy for Medical Services. A valid City identification and a copy of the EIR are required.
4. Provide the supervisor with the agency's copy of the Discharge Instructions immediately following each appointment. The document includes the patient's diagnosis, work status, return appointment and any information relating to a referral outside of the clinic.

SUPERVISOR RESPONSIBILITIES

The supervisor's first priority is to see that prompt medical treatment is provided to an injured employee. In the event of a serious job-related injury or illness, dial 911. The employee should be taken to the closest medical facility.

MINUTES

AM-204-10 - cont'd

In all other cases, when an employee reports a job-related injury or illness, the supervisor shall follow these procedures:

1. Complete the EIR form (#28-1608-5 149) and send the employee to the clinic with the EIR copy for "Medical Services."
2. Call the Teleprompt number (1-877-607-8600) with the ER available. The claim reporting telephone number is available 24 hours a day, 7 days a week. This is an essential step as it officially establishes a claim with the TPA. Immediately calling Teleprompt ensures prompt services will be provided to injured employees.
3. Do not delay in calling Teleprompt if additional investigation is needed. Required fields for reporting to Teleprompt are: employee's name, address, phone number, date and description of injury, agency name, and contact information.
4. Forward the completed "Original" copy of the ER form to the Key Risk (TPA) at FAX: 410-864-2600 or mail to 7 St. Paul Street, Suite 450, Baltimore, MD 21202.
5. Send the "Safety" copy by mail, facsimile or in person to the Department of Finance, Office of Risk Management, Division of Occupational Safety, 401 E. Fayette Street, 7th Floor, Baltimore MD 21202 or FAX to 410-396-7278.
6. Send the copy designated for "Agency" to the Agency Human Resources Office.
7. Coordinate with the Agency Human Resources Office to provide light duty or transitional work assignments in accordance with the medical restrictions on the Discharge Instructions.

MINUTES

AM-204-10 - cont'd

Supervisors shall follow these accident investigation procedures to ensure a complete report:

1. Report to the incident site, when possible.
2. Obtain names and addresses of all witnesses.
3. Interview and document statements of witnesses. Accurately note date, time, place, weather, and circumstances surrounding the accident. Obtain, produce or sketch detailed drawings and measurements. Take photographs of the site, if possible. Document first aid and medical treatment provided to all parties. Identify use of safety equipment and personal protective equipment.
4. Secure and preserve all evidence in regard to the incident.
5. Avoid disputes and make no commitments relative to repairs and acceptance of liability.
6. When the accident investigation is complete, every question on the completed EIR form shall be answered. Again, do not delay reporting the initial claim to Teleprompt. The ER can always be forwarded to the TPA when completed.

SEVERE INJURIES OR OUT OF TOWN ON CITY BUSINESS INJURIES

If a job-related injury is severe or occurs when the employee is on City business out of the area, the employee must go to an urgent care or emergency center for treatment and then contact the supervisor to process an EIR. The supervisor prepares the EIR and calls Teleprompt (1-877-6078600) to report the claim. The employee must be seen at Baltimore City Occupational Medical

MINUTES

AM-204-10 - cont'd

Services (Mercy Clinic) for an initial examination as soon as medically able. After being seen at the City of Baltimore Occupational Medical Services (Mercy Clinic), a plan of care is developed and managed by the Medical Director. The Medical Director at Mercy Medical Center will request medical records from the original treating facility. Mercy or the attending physician will issue Discharge Instructions indicating return to work abilities.

CITY OF BALTIMORE OCCUPATIONAL MEDICAL SERVICES

Except for severe injuries and illnesses and those that occur on City business out of the area, all on-the-job injuries and illnesses shall be treated at City of Baltimore Occupational Medical Services (Mercy Clinic). The clinic shall provide ongoing appropriate medical care if the injured worker's injury or illness is found to be covered under the Maryland Workers' Compensation statute. The decision of whether a claim is covered or not is determined by the TPA. The Mercy Clinic shall evaluate the employee's injury or illness, order any necessary tests, make a diagnosis, establish a treatment plan, recommend work status and schedule the next appointment. The Medical Director may also refer the employee to an additional medical care provider who will facilitate care.

NOTIFICATION OF RETURN TO DUTY

Before leaving the Mercy Clinic, the employee will be given a written document in duplicate, called Discharge Instructions. This document will include the patient's diagnosis, work status, return appointment date and any information relating to a referral outside of the clinic. It is the employee's responsibility to provide the supervisor with the agency's copy

MINUTES

AM-204-10 - cont'd

of the Discharge Instructions, no later than the start of the employee's next scheduled shift.

JOB INJURY LEAVE

The TPA will generate a First Report of Injury and send a copy to the reporting agency within 48 hours. The TPA will make a determination as to the whether the claim is covered or not (compensability) within 14 working days after receiving the EIR and necessary documentation. If the Discharge Instructions authorize days off from work due to a covered injury, the TPA generates an Accident Leave Voucher (A-time) authorizing compensable covered dates. It is forwarded by the TPA to the agency's human resources/personnel office and the Department of Finance, Central Payroll Division, authorizing the employee to be paid Accident Leave (A-time).

LEAVE USAGE

Job injury leave is granted for a specific period of time and is not charged against accumulated sick leave, vacation leave, personal leave, or compensatory time. The maximum amount of job injury leave granted to an employee is established by the applicable labor agreements negotiated by the employee's representative organization.

For additional information on job injury leave, employees should consult their negotiated labor agreement, their Agency's Human Resources Office, or the City's website at www.ci.baltimore.md.us/governmentllabor/index.html.

MINUTES

AM-204-10 - cont'd

DELAYED OR FAILURE TO REPORT INCIDENTS-PROGRESSIVE DISCIPLINARY PROCEDURES

Delays or failures by employees and supervisors to report a job-related injury or illness, complete an EIR, or contact the TPA using Teleprompt, may result in disciplinary action up to and including termination.

FRAUD WARNING

It is a crime to lie or provide false information in order to receive workers' compensation benefits. Employees, employers and other parties who lie or provide false information regarding a claim are subject to prosecution for fraud. The Fraud Hotline of the TPA is available 24 hours a day, 7 days a week by calling 1-866-841-1044. Information about Workers' Compensation fraud should also be communicated to the Maryland Workers' Compensation Commission at 1-800-492-0479, 410-8645100.

RELATED POLICIES

AM-203-2, FAMILY AND MEDICAL LEAVE

AM-501-2, PART II, COMMERCIAL DRIVER LICENSE

AM-501-10, MOTOR VEHICLE ACCIDENT

RELATED PROCEDURES AND/OR DOCUMENTS

Employee's Incident Report (EIR)

TPA (Key Risk) - Workers Compensation - "First Report of Injury or Illness" TPA generated documents used by TPA to generate/confirm the existence of a submitted claim.

10/26/16 (replaces 12/11/07)

MINUTES

AM-209-1

10/26/16 (replaces 9/16/04)

Union Visitation

DISCUSSION OF GRIEVANCES

Upon request, any recognized and accredited representative of the Union shall be granted reasonable time off with pay during working hours for the purpose of processing grievances in accordance with the appropriate grievance procedure provided that there is no interference with work performance. The union steward or representative must make an appointment in advance with the appropriate management representative.

NOTICES AND COMMUNICATIONS

A union steward or representative may visit work areas during working hours without loss of pay for the purpose of:

- Posting official notices on designated union bulletin board.
- Transmitting union-authorized communications to the employer or a management representative.

10/26/16 (replaces 9/16/04)

MINUTES

AM-240-10

10/26/16 (replaces 7/1/08)

Employee-Owned Vehicle

SCOPE

Either the Board of Estimates or the Agency Head may authorize the use of an employee-owned personal vehicle for City business when it is the most practical mode of transportation under the existing circumstances, e.g., out-of-town travel, qualifying local work, etc. Normally such approval is granted when a City-owned vehicle is neither available nor accessible, or it is cost beneficial to authorize use of an employee-owned vehicle. An Agency Head shall use discretion when permitting the use of an employee-owned vehicle in the conduction of City business. The mileage reimbursement an employee receives as a result of using a personal vehicle for City business is taxable and reportable if the reimbursement rate exceeds Internal Revenue Service (IRS) guidelines.

REQUIREMENTS

An employee who uses his personal vehicle for official City business must be trained initially by taking a Defensive Driving Course and then a Recertification class every three (3) years from the Office of Risk Management/Division of Occupational Safety (ORM/DOS). An employee shall also have and maintain automobile insurance in the amount required under existing Maryland motor vehicle laws or laws from the State where your vehicle is registered. The Agency Head should review continued use of an employee-owned vehicle for City business intermittently since applicable insurance rates and employee costs could increase without eligibility for reimbursement. Employee must assume responsibility for reporting all accidents as per AM-501-10 as well as reporting to the City's Occupational

MINUTES

AM-240-10 - cont'd

Clinic (Mercy Clinic) for injuries and drug/alcohol post-accident testing and to also see Substance Abuse Control Policy (SACP) as required. Failure to adhere to the relevant post-accident procedures and governing policies may result in discipline and/or termination.

REIMBURSEMENT RATES

Employees who have been authorized to use their personal vehicles to perform official City business will be reimbursed for each mile traveled on approved City business in accordance with the approved City rate structure. These rates are subject to change depending on the negotiated agreement governing the employee's position classification.

Effective January 1, 2016, the mileage reimbursement rate for employee-owned personal vehicles is the IRS standard business rate of 54¢ per mile for City Union of Baltimore (CUB); Managerial and Professional Society (MAPS); Locals 44, 558 and 2202, American Federation of State, County and Municipal Employees (AFSCME); elected officials; appointed officials; and unrepresented.

Members of Locals 734 and 964, International Association of Fire Fighters (IAFF), have a transportation rate of \$5.00 when personal vehicles are used for business.

Employees will be reimbursed for reasonable parking expenditures incurred in the conduct of official City business, e.g., meter charges and parking lot/garage fees. If possible, please obtain a receipt from the parking vendor especially when using a parking lot/garage. Use the receipt to justify the expenditure. At no time shall an employee driving his/her personal vehicle be authorized to use fuel services to fuel their personal vehicle regardless if they are using their personal vehicle for City business. Mileage reimbursement for qualifying work is in lieu of the privilege of utilizing City owned fuel with Fuel Systems.

MINUTES

240-10 - cont'd

Such expenses may be claimed by submitting an EMPLOYEE EXPENSE REPORT with appropriate documentation to:

Finance Department, Accounts Payable Division, 401 E. Fayette Street, 5th Floor; Attn: Assistant Accounts Payable Administrator.

No other expenses (such as insurance and gas) in connection with use of an employee-owned vehicle will be defrayed.

QUALIFYING LOCAL WORK

When submitting mileage expenses for qualifying local work, the authorized employee must deduct personal miles traveled, e.g., to and from home, when filling out the EMPLOYEE EXPENSE REPORT. These miles are not subject to reimbursement. Miles traveled in connection with such work must begin and end at the assigned City office location, i.e., the mileage reimbursement for travel may not exceed the map mileage from the normal work site to the temporary work site.

RELATED POLICIES

AM-239-1 ELECTED OFFICIALS' BUSINESS EXPENSES
AM-240-2 AGENCY HEAD APPROVAL
AM-240-3 BOARD OF ESTIMATES APPROVAL
AM-240-11 EMPLOYEE EXPENSE REPORT
AM-501-2 PART I, TRAINING COURSES/DRIVER PERMITS/AUTHORIZATIONS/LICENSES FOR CITY-OWNED VEHICLES
AM-501-7 MMVFC -ASSIGNED VEHICLES
AM-510-10 MOTOR VEHICLE ACCIDENT SACP, SUBSTANCE ABUSE CONTROL POLICY

UPON MOTION duly made and seconded, the Board approved the Revised Administrative Manual Polices AM 204-10, 209-1, and 240-10.

MINUTES

Department of Finance - Revised Administrative Manual Policies
AM 109-1, 112-1, and 303-2

ACTION REQUESTED OF B/E:

The Board is requested to approve the following revised Administrative Manual Policies:

- AM 109-1 Construction Work Involving Railroad Rights-of-Way
- AM 112-1 Public Use of City Hall
- AM 303-2 City of Baltimore Tax Exempt Certificate

The changes are effective upon Board approval.

AMOUNT AND SOURCE OF FUNDS:

There are no costs associated with these actions.

BACKGROUND/EXPLANATION:

The Administrative Manual (AM) communicates official City policies and procedures that effect the City's operations and its employees. By distilling provisions of the City Charter, Board of Estimates policies and rules, Memoranda of Understanding, as well as the decisions and directives of the City Administration, the published policies provide uniform and consistent operating rules. The Administration has conducted a comprehensive review of the Administrative Manual to identify individual policies in need of revision. The revisions reflect updates to outdated or obsolete procedures and will provide greater clarity to City operations, functions, and requirements.

The revisions are being submitted in groups addressing similar subject matter. These revisions reflect technical and administrative changes to revenue, public use of City Hall, and tax issues.

MINUTESAM 109-1 (Construction Work Involving Railroad Rights-of-Way)

The purpose of this policy is to specify that city agencies may need to reimburse railroads for certain work performed by railroad personnel as part of a City construction project that spans, crosses, or is adjacent to railroad rights-of-way. The one revision to this policy changes the name of the lead agency from the "Department of Public Works" to the "Department of Transportation."

AM 112-1 (Public Use of City Hall)

The purpose of this policy is to establish guidelines for appropriate public use of Baltimore's historic City Hall. The revisions to this policy change the reference to the "City Hall Courtyards" to the "City Hall Courtyard Galleries."

AM 303-2 (City of Baltimore Tax Exempt Certificate)

The purpose of this policy is to explicitly state that the City of Baltimore is not subject to the Maryland sales tax. The policy gives the City's tax-exempt number for the use of City agencies. The revisions to this policy add a copy of the City of Baltimore Tax Exempt Certificate for use and reference by City agencies.

MBE/WBE PARTICIPATION:

N/A

MINUTES

AM 109-1
10/26/16 (replaces 7/22/97)

Construction Work Involving
Railroad Rights-of-Way

SCOPE

When a City agency engages in construction work which spans, crosses, or is adjacent to railroad rights-of-way, it may be necessary for railroad employees to be at the construction site to perform various functions (e.g., coordinating train timetables with construction schedules, taking measures to protect railroad property from accidental damage, etc.). In such cases, the City may be required to reimburse the railroad for the work performed by these railroad employees.

LABOR SURCHARGES

The City will negotiate labor surcharge rates with the railroads based upon the rates set forth in the Federal Highway Administrations 'Federal Aid Highway Program Manual". The following extract from this document must be consulted when negotiating such contracts.

EXTRACT

LABOR SURCHARGES ESTABLISHED BY AGREEMENT BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND THE ASSOCIATION OF AMERICAN RAILROADS APPLICABLE TO 23 CFR, CH.1, PART 140, SUBPART I AND PART 646, SUBPART B.

For additional information or interpretation of the rates, contact: Department of Transportation, 417 E. Fayette Street, 5th floor.

MINUTES

AM-112-1

10/26/16 (replaces 5/18/12)

Public Use of City Hall

SCOPE

Because Baltimore City Hall is listed on the National Register of Historic Places as one of the country's historic and architectural treasures, certain guidelines have been established for appropriate use of the building. Also, security measures are in place for safety reasons and must be adhered to by all visitors, employees, and elected officials.

TOURS

Because of security measures, all tours must be pre-arranged. The Curator for City Hall, Office of the Mayor, schedules all tours of City Hall and makes arrangements with security personnel. Any group or individual interested in touring City Hall may contact the Curator at 410-396-4947.

ASSEMBLY ROOMS

The assembly rooms in City Hall are restricted to use by City agencies. Assembly Rooms include the Rotunda, the City Hall Courtyard Galleries, the Curran Room and the Reeves Room.

The Rotunda and the City Hall Courtyard Galleries may be scheduled by contacting the Curator at 4 10-396-4947. Use of these rooms by non-City government groups or individuals will not be considered. The Curran Room and the Reeves Room are scheduled by the City Council President's Office by contacting 410-396-4804.

City personnel sponsoring use of assembly room space in City Hall must notify the Mayor's Executive Protection Unit in adequate advance of the usage and provide pertinent information.

MINUTES

AM 112-1 - cont'd

For additional information on the requirements, contact the Executive Protection Unit at 410-396-4373.

All members of groups and/or city employees attending functions in City Hall assembly rooms must comply with the security measures posted at the entrance of City Hall, including presenting photo identification upon request.

SOLICITATION

No solicitation in City Hall is permitted except for programs specifically sanctioned by the City Administration, e.g., U.S. Savings Bonds, Combined Charities, etc.

AM-303-2

10/26/16 (replaces 2/28/05)

City of Baltimore Tax Exempt Certificate

SCOPE

The City is exempt from payment of State of Maryland sales tax. Agencies which make direct purchases must supply the City's tax exemption number to the vendor at the time of purchase. Reimbursement will not be made for sales taxes paid.

TAX EXEMPTION NUMBER

(00000000-0)

RELATED POLICIES

AM-301-1, PURCHASING

AM-401-1, PETTY CASH FUND

Copy of City of Baltimore Tax Exempt Certificate

UPON MOTION duly made and seconded, the Board approved the Revised Administrative Manual Polices AM 109-1, 112-1, and 303-2.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Department of Recreation and Parks</u>			
1. Shaun Preston	Society of American Foresters Conference Madison, WI Nov. 1 - 3, 2016 (Reg. Fee \$370.00)	General Funds	\$1,108.31

The subsistence rate for this location is \$164.00 per night. The cost of the hotel is \$159.00 per night plus taxes of \$23.06 per night. The Department is requesting additional subsistence of \$35.00 per day for meals and incidentals. The registration cost of \$370.00 was prepaid using a City-issued credit card assigned to Kenn King. The airfare cost of \$234.20 was prepaid using a City-issued credit card assigned to Basil Matthews. Therefore, the disbursement to Mr. Preston is \$504.11.

Police Department

2. Ian Dombrowski	2017 Use of Force Investigation Conf. Seattle, WA Jan. 29 - Feb. 1, 2017 (Reg. Fee \$600.00)	General Fund	\$1,772.01
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The airfare in the amount of \$347.96 and registration fee was paid by a City-issued procurement card assigned to Mr. Tribhuvan Tracker. Therefore, the amount to be disbursed Mr. Dombrowski is \$824.05.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Health Department</u>			
3. Vira David-Rivera	Healthy Teen Network 2016 Annual Conference Las Vegas, NV Nov. 12 - 17, 2016 (Reg. Fee \$495.00)	Family Planning Special Needs	\$1,662.12

The subsistence rate for this location is \$172.00 per night. The cost of the hotel is \$125.00 per night plus taxes of \$15.00 per night. The resort fee is \$14.00 per night plus taxes of \$1.80 per night.

The airfare in the amount of \$291.96 was prepaid on a City-issued procurement card assigned to Mr. Ryan Hemminger. The Registration fee in the amount of \$495.00 was paid by City Purchase Order No. P536041. Ms. David-Rivera is arriving on November 12, 2016, at her own expense. Due to the late closing session of the conference on November 16, 2016, the Department requests the attendee be allowed to stay one additional night. Therefore, the amount to be disbursed to Ms. David-Rivera is \$875.16.

4. Tonya Johnson	Healthy Teen Network 2016 Annual Conference Las Vegas, NV Nov. 14 - 16, 2016 (Reg. Fee \$495.00)	Family Planning Special Needs	\$1,748.13
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The subsistence rate for this location is \$172.00 per night. The cost of the hotel is \$125.00 per night plus taxes of \$15.00 per night. The resort fee is \$14.00 per night plus taxes of \$1.80 per night.

MINUTES

TRAVEL REQUESTS

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Health Department</u>			

The airfare in the amount of \$307.97 was prepaid on a City-issued procurement card assigned to Mr. Ryan Hemminger. The registration fee in the amount of \$495.00 was paid by City Purchase Order No. P536041. Due to the late closing session of the conference on November 16, 2016, the Department requests the attendee be allowed to stay one additional night. Therefore, the amount to be disbursed to Ms. Johnson is \$875.16.

- | | | | |
|---------------------|---|----------------------------------|------------|
| 5. Catherine Watson | Healthy Teen Network's 2016 Annual Conference
Las Vegas, NV
Nov. 13 - 18, 2016
(Reg. Fee \$0.00) | Family Planning
Special Needs | \$1,240.11 |
|---------------------|---|----------------------------------|------------|

The subsistence rate for this location is \$172.00 per night. The cost of the hotel is \$125.00 per night plus taxes of \$15.00 per night. The resort fee is \$14.00 per night plus taxes of \$1.80 per night.

The dates of the conference are November 14 - 16, 2016. Ms. Watson is staying one additional day, November 17, 2016, at her own expense. Due to the late afternoon closing session of the conference on November 16, 2016, the Department requests the attendee be allowed to stay one additional night.

MINUTES

TRAVEL REQUESTS

<u>Name</u>	<u>To Attend</u>	<u>Funds</u>	<u>Amount</u>
<u>Police Department</u>			
6. Ganesha Martin	2016 Code for America Summit: Government That Works for Everyone Oakland, CA Oct. 31 - Nov. 3, 2016 (Reg. Fee \$447.50)	General Funds	\$1,818.37

The subsistence rate for this location is \$209.00 per night. The cost of the hotel is \$220.00 per night plus taxes of \$30.80 per night and a tourism assessment fee in the amount of \$0.17 per night. The airfare in the amount of \$437.96 and the registration fee in the amount of \$447.50 was prepaid on a City-issued credit card assigned to Mr. Tribhuvan Thacker.

The Department is requesting additional subsistence of \$11.00 per day for the hotel and \$40.00 per day for meals and incidentals. Therefore, Ms. Martin will be disbursed \$932.91.

7. Derreck Sargent Charles Sullivan	National Conference on Officer Wellness and Trauma Nov. 10 - 13, 2016 (Reg. Fee \$300.00) (Reg. Fee \$300.00)	Asset Forfeiture Funds	\$2,059.05
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The subsistence rate for this location is \$208.00 per night. The cost of the hotel is \$159.00 per night plus taxes of \$17.55 per night. Messrs. Sargent and Sullivan will be sharing a hotel room. Therefore, the disbursement to Mr. Sargent is \$1,307.85.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Funds</u>	<u>Amount</u>
<u>Police Department</u>			

The Department is requesting additional subsistence of \$40.00 per day for meals and incidentals for Mr. Sullivan. His registration cost of \$300.00 and his airfare cost of \$271.20 were prepaid using a City-issued credit card assigned to Mr. Tribhuvan Thacker. Therefore, the disbursement to Mr. Sullivan is \$180.00.

The Board, UPON MOTION duly made and seconded, approved the foregoing travel requests.

MINUTES

President: "The Board will go into recess."

Interim Solicitor: "Until 10:00 a.m."

President: "Until 10:00 a.m. Thank you."

* * * * *

BOARD OF ESTIMATES
CITY OF BALTIMORE

IN RE:

Investment Management Enterprise, Inc.

and

Twyla Garrett

Vendors

* * * * *

The above-entitled matter came on for debarment proceedings on Wednesday, October 26th, 2016, commencing at 10:06 a.m., at Baltimore City Board of Estimates, City Hall, 100 Holliday Street, Room 215, Baltimore, Maryland 21202.

Reported by: Sharon A. Beaty, CSR

1 APPEARANCES:

2 Honorable Bernard C. "Jack" Young
3 President

4 Honorable Stephanie Rawlings-Blake
5 Mayor

6 Honorable Joan M. Pratt
7 Comptroller and Board Secretary

8 Rudolph S. Chow, P.E.
9 Director of Public Works

10 David E. Ralph
11 Interim City Solicitor

12 B. Harriette Taylor
13 Deputy Comptroller

14 Steven J. Potter, Esquire
15 Chief Solicitor

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1 P R O C E E D I N G S

2 PRESIDENT YOUNG: Good morning again.
3 October 26th, 2016 meeting of the Board of
4 Estimates is now back in session. In the interest
5 of promoting the order and efficiency of these
6 hearings, persons who are disruptive to the hearing
7 will be asked to leave the hearing room
8 immediately.

9 Meetings of the Board of Estimates are
10 open to the public for the duration of the meeting.
11 The hearing room must be vacated at the conclusion
12 of the meeting. Failure to comply may result in a
13 charge of trespassing.

14 We're here to conduct the disbarment
15 proceedings on recommendation of the law department
16 pursuant to Baltimore City Code Article 5 Section
17 40-7(a) and 40-8(4). This action is brought
18 against Investment Management Enterprises, Inc. and
19 its president and chief executive officer, Twyla
20 Garrett. The law department has recommended
21 disbarment of IME and Ms. Garrett from entering

1 into contracts with the city for not less than five
2 years. Ms. Garrett has withdrawn her request for
3 hearing in this matter, so the board will hear a
4 brief presentation of the facts from the law
5 department. Will the law department come forward?

6 MR. POTTER: Good morning, Mr. Council
7 President, Madam Mayor, solicitor, comptroller,
8 director. I'm Steven Potter, I'm representing the
9 city in this matter.

10 The integrity of the city's contracting
11 process and the best interest of the city require
12 that Investment Management Enterprise, Inc., IME,
13 and its CEO, Ms. Twyla Garrett, be debarred from
14 entering into contracts with the city or doing work
15 with the city for a significant period of time.

16 This board instituted debarment
17 proceedings against IME and Ms. Garrett and in May
18 of this year IME and Ms. Garrett had become vendors
19 of the city through a contract that we refer to as
20 the CATS 2 contract to provide IT staffing,
21 consultants to MOIT, specifically a systems

1 engineer and a senior IT professional. IME became
2 a vendor because it was Windbourne's subcontractor,
3 and they actually provided the individual
4 consultants to MOIT; that's Mr. McClendon and
5 Ms. Brown.

6 Now, in 2014 the inspector general began
7 an investigation considering to find out whether
8 MOIT had paid for work under the CATS 2 contract
9 that had actually not been performed. Now, just so
10 the board understands, the way the process was
11 supposed to work under the CATS 2 billing is that
12 Mr. McClendon would sign a biweekly time sheet,
13 send it to MOIT director Chris Tonjes, Mr. Tonjes
14 would approve and return it to Mr. McClendon. We
15 have an example of this and you have it in your
16 book, it's Exhibit 21, and you'll note that this
17 particular invoice, well, time sheet had been
18 signed by the person that had done the work, Mr.
19 McClendon, and had been approved by MOIT director
20 Chris Tonjes here, and it actually in fact shows
21 that Mr. McClendon was seeking payment for 58 hours

1 work and it indicates 58 hours at the bottom of the
2 page, and that's Exhibit 21 that you have in the
3 binders before you.

4 The way the process was supposed to work
5 would be that after Mr. McClendon sends this to
6 IME, IME would send the approved time sheet with an
7 invoice to Windbourne, Windbourne would send the
8 city an invoice with this time sheet and then the
9 city would pay it. The billing process went awry
10 when after Mr. McClendon did this, signed, signed
11 an approved timecard like this, but Ms. Garrett
12 altered the timecard, and that's in Exhibit 22 in
13 the, before you, and here you'll note that only Ms.
14 Garrett signs the timecard and it's altered to
15 reflect that they're seeking payment for 78 hours
16 of work, and this is, and this is what happened in
17 this particular instance. And so this time, this
18 timecard was sent, IME sent it with an invoice,
19 which is Exhibit 23, which went to Windbourne,
20 Windbourne generated an invoice, Exhibit 24, that
21 was submitted to the city with this particular

1 timecard, Exhibit 22.

2 MR. RALPH: So if I can.

3 MR. POTTER: Sure.

4 MR. RALPH: If I understand what you're
5 saying, the actual contractor for the city
6 submitted time indicating that he had done time --

7 MR. POTTER: 58 hours.

8 MR. RALPH: 58 hours. She then changed
9 it and then inflated it by 20, 20 hours?

10 MR. POTTER: Correct. She inflated it
11 to 78 hours by 20 hours and --

12 MR. RALPH: And that's what was
13 submitted for the city's payment?

14 MR. POTTER: Correct. This was
15 submitted to the city's payment with Windbourne's
16 invoice, which is Exhibit 24, the city pays, the
17 city pays that amount with some other invoices, and
18 that's in Exhibit 25, that's the check.

19 Now, just to confirm that this is
20 actually what happened, the IG followed the money
21 and determined that Windbourne in fact paid IME for

1 78 hours billed and IME paid McClendon 58 hours
2 billed and -- well, actually performed, and IME
3 kept the overbilled 20 hours for itself.

4 The inspector general determined that
5 IME, Ms. Garrett, overbilled the city in this
6 manner 43 times for a total of \$165,520. Now, as a
7 result of these findings, the state's attorney for
8 Baltimore City on July 23rd, 2015 charged IME and
9 Ms. Garrett with felony theft scheme in the Circuit
10 Court for Baltimore City for using these inflated
11 time records and -- but what happened was that when
12 Ms. Garrett found that she was facing these
13 criminal charges, she blamed MOIT director Chris
14 Tonjes for it, blamed him for the fact that she had
15 inflated her time records.

16 What Ms. Garrett did was she presented
17 the state's attorney and the inspector general with
18 a November 23rd, 2012 e-mail from Director Tonjes,
19 supposedly from Director Tonjes, and that is
20 Exhibit, yeah, here, Exhibit 17 in front of you,
21 and it says here you are going to be disqualified.

1 I believe you exceeded the rate for that labor
2 category. You need to convert expense to hourly
3 rate to recoup all cost at the rate we have on the
4 contract. And she, and she submitted this to the
5 inspector general and the state's attorney as, as
6 evidence that Director Tonjes told her that she
7 could do, inflate these, inflate these invoices.

8 Now, the state's attorney and the
9 inspector general found, determined based initially
10 on some anomalies in this document and in addition
11 Director Tonjes' denial, they copied, downloaded
12 his hard drive and they found out that this, this
13 particular e-mail had been fabricated. In fact,
14 what it said was what we have on Exhibit 18, and it
15 only said, Director Tonjes said, only said to her
16 you are going to be disqualified. I believe you
17 exceeded the rate for that labor category.

18 So in fact what occurred was that Ms.
19 Garrett had fabricated the e-mail, falsified it by
20 adding the phrase you need to convert expense to
21 hourly rate to recoup all cost at the rate we have

1 on the contract. Now, when --

2 PRESIDENT YOUNG: Would we be able to
3 stop and ask questions?

4 MR. POTTER: Please.

5 MS. PRATT: I have a question. Behind
6 tab 23 the rate is \$136.02, but then in tab 24 the
7 actual rate is 142 from Windbourne. Is that a
8 markup or --

9 MR. POTTER: Yes, there's a, there's a
10 markup that's allowed under the CATS 2 contract, I
11 believe it's 7 and a half percent; is that correct?
12 Yes.

13 MS. PRATT: All right. Thanks.

14 MR. POTTER: So after, after the state's
15 attorney and the inspector general had determined
16 that the e-mail, the e-mail trying to shift blame
17 was in fact fabricated, there was a plea agreement
18 on February 4th, 2016. The Circuit Court accepted
19 IME's and Ms. Garrett's plea agreement in exchange
20 for the state's dismissal of the felony theft
21 charge against Ms. Garrett. IME pled guilty to one

1 count of felony theft, was sentenced to three
2 months probation and a suspended fine. IME
3 admitted that its, quote, its submissions of
4 fraudulent time sheets resulted in it receiving
5 approximately \$165,520 in overpayments from the
6 Baltimore City finance department and IME admitted
7 other factual grounds for the conviction for theft
8 while performing the city contract.

9 MR. RALPH: Mr. Potter.

10 MR. POTTER: Yes.

11 MR. RALPH: You said IME was found
12 guilty or pled guilty.

13 MR. POTTER: Yes.

14 MR. RALPH: What about Ms. Garrett?

15 MR. POTTER: Well, that was, the case
16 against Ms. Garrett was nolle prossed as part of
17 the plea agreement.

18 MR. RALPH: Okay. So the state only
19 prosecuted the company, not the person?

20 MR. POTTER: Both entities, well, the
21 person and the entity were charged and there was a

1 plea agreement, so in exchange for IME pleading
2 guilty and agreeing to this statement of facts that
3 you have in your binders on Exhibit 19 and 20,
4 there was a nolle pros with regard to the
5 conviction or the charge against Ms. Garrett. And
6 so after IME paid the city \$165,520 in restitution
7 the court granted IME a probation before judgment.

8 There are three grounds to debar IME and
9 three grounds to debar Ms. Garrett. The first
10 ground for IME is that IME was, had a criminal
11 conviction incident to performing the city
12 contract. Any criminal conviction incident to
13 performing a public contract is grounds. In
14 addition, we have IME was convicted of theft, so
15 any, since IME could be convicted of any theft, any
16 theft conviction would be grounds for debarment and
17 the fact that the PBJ was entered, the probation
18 before judgment was entered is not material. Under
19 the city code Article 5 Section 40-2 the board may
20 treat the imposition of probation before judgment
21 as a conviction. So that's not an issue.

1 But in addition, IME's admissions and
2 the statement of facts in support of the guilty
3 plea that you have in front of you, Exhibits 19 and
4 20, those constitute grounds for admission for
5 theft and those admissions themselves are basis for
6 debarment, that they have admitted that they had
7 submitted fabricated time sheets and all those
8 facts would also justify debarment of IME.

9 Now, the city also has three grounds to
10 debar Ms. Garrett. The first is that at all
11 relevant times Ms. Garrett was a principal of IME,
12 she was the chief executive officer, director, and
13 we know in fact that she was the one actually doing
14 these things because we have her signature, you
15 know, on the various documents, including the
16 invoices. Ms. Garrett's overbilling the city 43
17 times to steal more than \$165,000 I would argue is
18 so serious as to affect the integrity of the city's
19 procurement process and also Ms. Garrett's
20 submission of the fabricated Tonjes e-mail is so
21 serious as to affect the integrity of the city's

1 contracting process.

2 Now, the board is charged with
3 considering certain factors and we will examine
4 those factors but I think that, you know, the best
5 interest of the city, the city's contracting
6 process really require that they be debarred from
7 entering into performing contracts with the city.
8 The first factor that we're charged with
9 considering is the nature and seriousness of Ms.
10 Garrett's overbilling and theft scheme and whether
11 it affects the integrity of the city's procurement
12 process.

13 The scheme to overbill the city 43 times
14 to steal over \$165,000 of taxpayers' money is
15 basically the worst thing that a government
16 contractor can do, it's an attack on the integrity
17 of the city's procurement process and there's not
18 even a dispute that this occurred, so I think that
19 that's more than sufficient.

20 In addition, Ms. Garrett, she did not
21 cooperate with the state's attorney and the

1 inspector general in their investigation. She
2 attempted, what she did was she attempted to
3 obstruct justice by providing a falsified Tonjes
4 e-mail to use as exculpatory evidence to defend
5 these felony theft charges against her and IME, so
6 she's obstructing justice and in addition she
7 submitted this to deceive the state's attorney and
8 the inspector general.

9 You know, Ms. Garrett hasn't accepted
10 responsibility for her theft, you know, in any way,
11 even though, even though she's really estopped to
12 deny the admissions in the plea agreement because
13 she had IME plead so that the case would be
14 dismissed against her, but even after the inspector
15 general and the state's attorney determined that,
16 you know, Exhibit 17, that this was fabricated,
17 even after they determined that, Ms. Garrett
18 offered this falsified e-mail to defend, to defend
19 the United States Navy's federal debarment
20 proceeding against her and IME. So even though we
21 had determined that this was fabricated, she knew

1 this was fabricated, she submitted it to the U.S.
2 Navy to try to prevent her debarment before federal
3 contractors.

4 And allowing IME and Ms. Garrett to
5 retain the ability to do business with the city
6 undermines, certainly would undermine public
7 confidence in the city's competitive procurement
8 process, it creates an unacceptable risk of harm to
9 the city. We have to protect the city government,
10 the city's taxpayers, the city's contracting
11 process. We cannot permit a vendor to steal from
12 the city and still award contracts to that vendor.
13 We can't allow a vendor to falsify communications
14 with city officials and still consider such a
15 vendor a responsible and trusted bidder. We
16 certainly can't condone the vendors making false
17 statements in official proceedings and allow that
18 person to be a city vendor.

19 When the U.S. Navy debarred IME and Ms.
20 Garrett from all federal contracts, based on our
21 facts, based on these same facts, the Navy

1 suspending and debarring official found that,
2 quote, through IME Ms. Garrett's misconduct of
3 falsifying timecards demonstrates an astounding
4 lack of business integrity, and this is Exhibit 27,
5 page 9 in your binders, that opinion from the Navy.

6 Ms. Garrett's astounding lack of
7 business integrity demands that she and IME be
8 debarred from entering into performing contracts
9 with the city for a significant period of time.
10 Now, with regard to the length of the period of
11 debarment, the law department seeks to debar Ms.
12 Garrett and IME for a period of ten years, keeping
13 in mind that the city code allows a debarred person
14 to petition for removal of debarment at the earlier
15 of one half the period of debarment or five years
16 from the date of debarment. The serious and
17 compelling nature of Ms. Garrett's misconduct or
18 continued attempts to mislead and fabricate
19 evidence here justify the ten-year debarment period
20 with the right to apply for removal after five
21 years. The U.S. Navy debarred Ms. Garrett and IME

1 for five years without the right to seek earlier
2 removal of debarment, and lastly, preventing IME
3 and Ms. Garrett's removal of debarment for at least
4 five years ensures that the remedial purposes of
5 debarment are served in light of these serious and
6 compelling nature of her misconduct, and lastly,
7 you know, the potential of changes in the
8 composition of this board when it entertains a
9 removal petition in five years from now. Thank you
10 very much.

11 PRESIDENT YOUNG: Thank you. Is there a
12 motion?

13 MR. RALPH: Yes, I move to close the
14 session for quasi judicial deliberation.

15 PRESIDENT YOUNG: Okay. The board will
16 close the --

17 MS. PRATT: Second.

18 PRESIDENT YOUNG: Second by Councilwoman
19 Joan Pratt. All in favor say aye.

20 (Response is aye.)

21 PRESIDENT YOUNG: All opposed say nay.

1 Okay, we will take a five-minute recess.

2 (Recess for council deliberations.)

3 PRESIDENT YOUNG: The Board of Estimates
4 is back in session. The board has unanimously
5 decided to debar Ms. Garrett and IME and any
6 company in which she is the principal from doing
7 business with the city for a period of ten years.

8 Okay. There being no more business before this
9 board, this board will recess until 12 noon. Thank
10 you.

11 (Proceedings adjourned at 10:33 a.m.)

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1 STATE OF MARYLAND
2 COUNTY OF CARROLL

3 I, Sharon A. Beaty, a Notary Public in
4 and for the State of Maryland, County of Carroll,
5 do hereby certify that the foregoing is a true and
6 accurate transcript of the proceedings indicated.

7
8 Sharon A. Beaty
9 Sharon A. Beaty, Notary Public



10 26th day of October, 2016.

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9 17:5

IN THE BALTIMORE CITY BOARD OF ESTIMATES

In Re: Investment Management Enterprise, Inc.

and Twyla Garrett,

Vendors.

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No. _____

MEMORANDA IN SUPPORT PROPOSED DEBARMENTS

The Mayor and City Council of Baltimore (“City”) by its undersigned counsel submits this memoranda pursuant to BALTIMORE CITY CHARTER ART. VI, § 11(a) and BALTIMORE CITY CODE ARTICLE 5, SUBTITLE 40 to assist the Board of Estimates (“BOE”) in the debarment of vendors Investment Management Enterprise, Inc. (“IME”) and Twyla Garrett (“Ms. Garrett”) (collectively “Vendors”).

INTRODUCTION

On May 18, 2016, the BOE issued a notice of proposed debarment and suspended the Vendors pending a final decision pursuant to CITY CODE ART. 5, § 40-17(b). **Exhibit 1 Board of Estimates Memorandum pages 42-43 dated May 11, 2016; Exhibit 2 Board of Estimates Notice of Debarment Proceeding dated May 18, 2016.**

Immediate debarment of the Vendors is both authorized under the City Code and necessary to protect the integrity of the City’s procurement process. *See Boyle v. Maryland-Nat’l Capital Park & Planning Comm’n*, 385 Md. 142, 157 (2005) (“[D]ebarment is intended to work prospectively, before bidding starts. If there is cause to debar a prospective bidder,...that ought to be resolved...in a proceeding unconnected to any pending procurement action.”).

STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF DEBARMENT

1. On July 11, 2012, the BOE authorized City participation in the Maryland Department of Information and Technology contract (Sol. No. 060B9800035) to obtain information and technology consulting services from July 11, 2012 to May 31, 2014. **Exhibit 3 Maryland Department of Information and Technology Consulting and Technical Services II Contract (“CATS II”) dated September 22, 2008; Exhibit 4 Board of Estimates Approval of CATS II dated July 11, 2012.** On August 14, 2013, the BOE increased funding from \$2,000,000 to \$4,000,000 for CATS II. **Exhibit 5 BOE Funding Approval for CATS II dated August 6, 2013.**
2. The City awarded a contract to Winbourne Consulting, LLC (“Winbourne”) to provide a Systems Engineer to the Mayor’s Office of Information Technology (“MOIT”) at a rate of \$114 per hour. **Exhibit 6 Bid Tabulation B50002821; Exhibit 7 Purchase Order (P521826) B50002821 dated April 16, 2013; Exhibit 8 Bid Tabulation B50002989; Exhibit 9 Purchase Order (P521826) for B50002989 dated June 11, 2013.**
3. The City awarded a contract to Winbourne to provide a Senior IT Professional to MOIT at a rate of \$142 per hour. **Exhibit 10 Bid Tabulation B50002851; Exhibit 11 Purchase Order (P521826) B50002851 dated May 8, 2013.**
4. Winbourne’s subcontractor, IME, provided MOIT with the services of contractors Mr. William D. McClendon, as a Senior IT Professional, and Ms. Laura Brown, as a Systems Engineer.

5. At all relevant times, Ms. Garrett was the president and the chief executive officer of IME, a Virginia corporation authorized to do business in the State of Maryland.
- Exhibit 12 IME SDAT Trade Name Application dated December 23, 2005;**
- Exhibit 13 IME SDAT Foreign Name Qualification dated August 29, 2013;**
- Exhibit 14 State of Virginia IME Annual Reports for years 2012-2015 and**
- Exhibit 15 Transcript of Proceedings in *State v. Investment Management Enterprise, Inc.* (Case no. 115204013) page 3:11-12 dated February 3, 2016.**
6. On July 23, 2015, the States' Attorney for Baltimore City charged the Vendors with felony Theft Scheme: \$100,000 in the Circuit Court for Baltimore City in case numbers 1152040 & 115204013.¹ **Exhibit 16 Docket Record for *State of Maryland v. IME* (Case no. 115204013).**
7. On August 17, 2015, Ms. Garrett presented the following fabricated November 23, 2012 e-mail purportedly from MOIT's Director Christopher Tonjes to Ms. Garrett:

From: Twyla Garrett <tgarrett@ime-mts.com>
Sent: Monday, August 17, 2015 10:46 PM
To: Twyla Garrett
Subject: Fw: B50002705 - Senior IT Professional RFR

Respectfully Yours,

Twyla Garrett
President and CEO
1010 Vermont Ave NW
Suite 200
Washington, DC 20005
www.ime-mts.net
202-386-6321
A Certified MBE, DBE, SWAM, and LSDBE Firm

----- Forwarded Message -----

From: "Tonjes, Chris" <Chris.Tonjes@baltimorecity.gov>
To: "Twyla N. Garrett" <tgarrett@ime-mts.com>
Sent: Friday, November 23, 2012 1:49 PM
Subject: RE: B50002705 - Senior IT Professional RFR

You are going to be disqualified. I believe you exceeded the rate for that labor category. You need to convert expense to hourly rate to recoup all cost. at the rate we have on the contract.

¹"A person convicted of theft of property or services with a value of \$100,000 or more is guilty of a felony." Md. Code Ann. Crim. Law § 7-104(g)(1)(iii).

Exhibit 17 November 23, 2012 E-mail from Chris.Tonjes@ baltimorecity.gov to Tgarrett@ime-mts.com, produced August 17, 2015.

8. The City recovered the content of Director Tonjes' actual November 23, 2012 e-mail to Ms. Garrett, which stated:

From: Tonjes, Chris [mailto:Chris.Tonjes@baltimorecity.gov]
Sent: Friday, November 23, 2012 1:50 PM
To: 'Twyla N. Garrett'
Subject: RE: B50002705 - Senior IT Professional RFR

You are going to be disqualified. I believe you exceeded the rate for that labor category

Exhibit 18 E-mail from Chris.Tonjes@baltimorecity.gov to Tgarrett@ime-mts.com RE: B50002705 – Senior IT Professional RFR dated 11/23/2012.

9. On February 3, 2016, in the case of *State of Maryland v. Investment Management Enterprise, Inc.* (Case number 115204013), IME entered a guilty plea in the Circuit Court for Baltimore City to “a single count of felony theft scheme exceeding \$100,000.” **Ex. 15 Transcr. p. 6:3-6; Exhibit 19 Plea Agreement for *State v. IME* (Case no. 115204013) (“Plea Agt.”) dated February 3, 2016.**
10. In the Plea Agreement, IME agreed to a statement of facts, providing:
- A. “From approximately January 1, 2013 through January 15, 2014, Defendant altered timesheets or hours worked reports that were submitted by McClendon and Brown to the Defendant.” **Ex. 19 Plea Agt.; Exhibit 20 Statement of Facts in Support of Guilty Plea (“State. of Facts”).**

- B. After Mr. McClendon and Ms. Brown “fill[ed] out timesheets documenting their hours worked[,] McClendon and Brown would then submit their completed timesheets to the Defendant.” **Ex. 20 State. of Facts.**
- C. “From approximately January 1, 2013 through January 15, 2014, Defendant altered McClendon’s timesheets from 1,393 hours to 1,962 hours, resulting in an overpayment by the Baltimore City Finance Department of approximately \$72,652.” **Ex. 15 Transcr. p. 5:11-15 & Ex. 20 State. of Facts.**
- D. “[T]he Defendant altered Brown’s timesheets from 57 hours to 845 hours, resulting in an overpayment by the Baltimore City Finance Department of approximately of \$92,868.” **Ex. 15 Transcr. p. 5:16-19 & Ex. 20 State. of Facts.**
- E. The “submissions of fraudulent timesheets for Mr. McClendon and Ms. Brown resulted in the defendant receiving approximately \$165,520 in overpayments from the Baltimore City Finance Department.” **Ex. 15 Transcr. p. 5:20-23 & Ex. 20 State. of Facts.**
11. In the Plea Agreement, IME admitted committing theft by engaging in the following:
- A. During “the period of February 16, 2013 through February 28, 2013, Mr. McClendon signed and submitted a timesheet to the defendant attesting to working 58 hours for MOIT...” **Ex. 15 Transcr. p. 4:19-21; Ex. 20 State. of Facts; Exhibit 21 IME Time Card for McClendon for 2/16/13 - 2/28/13.**
- B. Ms. Garrett “altered Mr. McClendon’s time sheet to show he worked 78 hours” between February 16, 2013 and February 28, 2013. **Ex. 15 Transcr. p. 4:23-25; Exhibit 22 IME Timecard for IME Invoice WBC_13_004.**

- C. Ms. Garrett “then forwarded the altered time sheet to Winbourne” with IME Invoice WBC_13_004 seeking payment for 78 hours. **Ex. 15 Transcr. p. 4:23-25; Ex. 22 IME Timecard for IME Invoice WBC_13_004; Exhibit 23 IME Invoice WBC_13_004 dated March 4, 2013.**
- D. Winbourne “forwarded the timesheet to Baltimore City Finance Department for payment” with Winbourne Consulting Invoice # WC-3022. **Ex. 20 State. of Facts; Ex. 22 IME Timecard for IME Invoice WBC_13_004; & Exhibit 24 Winbourne Consulting Invoice # WC-3022 dated March 7, 2013.**
- E. “The Baltimore City Finance Department issued a check to Winbourne Consulting for the 78 hours that Defendant claimed Mr. McClendon had worked.” **Ex. 15 Transcr. p. 5:2-4, Ex. 20 State. of Facts & Exhibit 25 City Check no. 1272666 to Winbourne dated April 4, 2013.**
- F. “Winbourne then issued a check for the 78 hours to the Defendant corporation, IME.” **Ex. 15 Transcr. p. 5:4-6; Ex. 20 State. of Facts.**
- G. IME “then issued a check to Mr. McClendon for...the 58 hours he worked, not the 78 hours that the Defendant had claimed Mr. McClendon had worked.” **Ex. 15 Transcr. p. 5:6-8, Ex. 20 State. of Facts.**
- H. “The Defendant kept the extra 20 hours...\$2,840, for itself.” **Ex. 15 Transcr. p. 5:9-10, Ex. 20 State. of Facts**
12. Pursuant to the Plea Agreement, IME paid \$165,520 in restitution to the City. **Ex. 15 Transcr. p. 6:12-22; Ex. 19 Plea Agt. & Exhibit 26 Check no. 6600801141 for \$165,520 dated February 2, 2016.**

13. On February 3, 2016, the State entered a *Nolle Prosequi* in *State of Maryland v. Twyla Garrett* (case number 115204012).² **Ex. 15 Transcr. p. 8:16-24 & Ex. 19 Plea Agt.**
14. On June 3, 2016, the Circuit Court granted IME's motion for reconsideration of sentence, placed IME on probation before judgment with one year of unsupervised probation and struck the suspended \$25,000 fine. **Ex. 16 Dkt. Rec. p. 3.**
15. On May 20, 2016, Ms. Garrett submitted the fabricated e-mail (**Ex. 17**) to the United States Department of the Navy in her defense to debarment proceedings pursuant to FAR 9.406–2(c) for lack of business integrity affecting its present responsibility.³
16. On September 30, 2016, the Department of Navy issued a decision debarring IME and Ms. Garrett for five (5) years and finding that her “misconduct of falsifying timecards, which was further compounded when she provided false information to a Government Official, demonstrates an astounding lack of business integrity and an extraordinary departure from the requisite responsibility expected of those who participate in the Government’s acquisition processes.” **Exhibit 27 Department of the Navy Memorandum in Support of Notice of Debarment: Twyla Garrett; Investment Management Enterprises, Inc. dated September 30, 2016 (“Navy Decision”).**

² Under Md. Rule 4-247(a), “The State’s Attorney may terminate a prosecution on a charge and dismiss the charge by entering a *nolle prosequi* on the record in open court.”

³ FAR 9.406–2(c) (“conduct ... was of so serious or compelling a nature as to affect his present responsibility to be a Government contractor or subcontractor”).

LEGAL BASIS AND FACTUAL GROUNDS TO DEBAR THE VENDORS.

A. Debarment of IME is authorized for “violation of other laws.” (BALTO. CITY CODE ART. 5, § 40-7)

1. IME was convicted of a criminal offense incident to performing a City contract.

The BOE is empowered to debar IME from entering into contracts with the City for IME’s criminal conviction for overbilling the City in the CATS II contract. **Ex. 19 Plea Agt.**; *See* BALTO. CITY CODE ART. 5, § 40-7(a)(1)(i) (debarment for “criminal offense incident to... performing a public...contract”).

2. IME was convicted of felony theft.

IME’s criminal conviction for felony theft by a guilty plea in the Circuit Court for Baltimore City in the case of *State of Maryland v. Investment Management Enterprise, Inc.* (Case number 115204013) authorizes the BOE to debar IME from entering into contracts with the City.⁴ *See* BALTO. CITY CODE ART. 5, § 40-7(a)(1)(ii) (debarment for “theft” conviction); **Ex. 16 Dkt. Rec.**

Although the Circuit Court granted probation before judgment to IME on June 3, 2016, the BOE “may treat the imposition of probation before judgment as a conviction.” CITY CODE ART. 5, § 40-2.

3. IME admits actions “that constitute grounds for conviction” for theft. CITY CODE ART. 5, §40-7(b).

⁴ “A person convicted of theft of property or services with a value of \$100,000 or more is guilty of a felony.” Md. Code Ann. Crim. Law § 7-104(g)(1)(iii).

IME's admissions in the Plea Agreement permit the BOE to debar IME under CITY CODE ART. 5, §40-7(b).⁵ **Ex. 19 Plea Agt.** In the Plea Agreement, IME admits committing acts "that constitute grounds for conviction" for theft in the performance of a public contract. CITY CODE ART. 5, §40-7(b); **Ex. 19 Plea Agt., Ex. 20 State. of Facts.** IME admits that "[f]rom approximately January 1, 2013 through January 15, 2014, Defendant altered McClendon's timesheets from 1,393 hours to 1,962 hours, resulting in an overpayment by the Baltimore City Finance Department of approximately \$72,652." **Ex. 15 Transcr. p. 5:11-15 & Ex. 20 State. of Facts.** "[T]he Defendant altered Brown's timesheets from 57 hours to 845 hours, resulting in an overpayment by the Baltimore City Finance Department of approximately of \$92,868." **Ex. 15 Transcr. p. 5:16-19 & Ex. 20 State. of Facts.**

**B. Debarment of Ms. Garrett is authorized for "other events."
(BALTO. CITY CODE ART. 5, § 40-8)**

1. Ms. Garrett is a principal of IME.

Debarment of Ms. Garrett is warranted as a principal of IME. *See* CITY CODE ART. 5, § 40-8(2). At all relevant times, Ms. Garrett was an officer and director of IME, which is suspended and should be debarred. *See* CITY CODE ART. 5, § 40-1(i); **Ex. 14 IME Va. Rpts. & Ex. 15 Transcr. p. 3:11-13.** Ms. Garrett "benefitted personally from the alterations and modifications to the invoices." **Ex. 27 p. 8.**

⁵ IME's guilty plea is an admission by a party-opponent under Md. Rule 5-803(a). *See Briggeman v. Albert*, 322 Md. 133, 135-36 (1991) ("when a guilty plea to a criminal charge is admitted in a subsequent civil action, it is under the auspices of an admission by a party-opponent."). "A plea of guilty to a criminal charge may be introduced in a subsequent civil proceeding as an admission." *Crane v. Dunn*, 382 Md. 83, 93 (2004).

2. Ms. Garrett falsified contractor timecards to steal \$165,520 from the City.

Ms. Garrett's overbilling scheme is "so serious as to affect the integrity of the procurement process." CITY CODE ART. 5, §40-8(4). Ms. Garrett undermined the integrity of the City's procurement process by her "submissions of fraudulent timesheets for McClendon and Brown [which] resulted in it receiving approximately \$165,520 in overpayments from the Baltimore City Finance Department." **Ex. 15 Transcr. pp. 4:22; 5:1, 5:20-23; See e.g. Ex. 22 IME Time Card for IME Inv. WBC_13_004.**

3. Ms. Garrett submitted fabricated evidence to defend the criminal charges and the debarment proceedings.

Ms. Garrett's submission of fabricated exculpatory evidence in her defense of both the criminal charges and these debarment proceedings is "so serious as to affect the integrity of the procurement process." CITY CODE ART. 5, §40-8(4). Ms. Garrett fabricated an e-mail from Director Tonjes to add the statement, "You need to convert expense to hourly rate to recoup all cost. at the rate we have on the contract." **Ex. 17.** Ms. Garrett produced this fabricated e-mail to the City and law enforcement on August 17, 2015, to claim that Director Tonjes had authorized her to alter Mr. McClendon and Ms. Brown's timesheets. **Ex. 17.**

II. DEBARRING THE VENDORS IS IN THE CITY'S BEST INTEREST AND ENHANCES THE INTEGRITY OF THE CITY'S CONTRACTING PROCESS.

"[T]he integrity of the contracting process and the best interests of the City would be served by debarring" both IME and Ms. Garrett "from entering into or performing contracts with the City." CITY CODE ART. 5, § 40-19(b)(1).

“[T]he nature and seriousness” of the Vendors’ scheme cannot be overstated. *See* CITY CODE ART. 5, § 40-19(b)(2)(i) (consideration of “the nature and seriousness of the act that caused the person to be subject to debarment.”). Based on the Vendors’ “submissions of fraudulent timesheets for Mr. McClendon and Ms. Brown,” the Navy Decision found that “the material and credible evidence establishes...conduct so serious and compelling a nature that it affects the present responsibility of the contractor. **Ex. 27 p. 4, Ex. 15 Transcr. p. 5:20-23 & Ex. 20 State. of Facts.**

The Vendors submitted multiple “fraudulent timesheets for McClendon and Brown” for the period of January 1, 2013 through January 15, 2014. **Ex. 15 Transcr. p. 5:20-21; Ex. 19 Plea Agt.**; *See* CITY CODE ART. 5, §40-19(b)(2)(ii) (considering “the time the act occurred”).

IME “cooperated with authorities investigating the matter” by pleading guilty, when the State agreed to dismiss the felony theft charge against Ms. Garrett in case number 115204012. CITY CODE ART. 5, §40-19(b)(2)(iv) (considering “the conditions under which the person cooperated”); **Ex. 15 Transcr. p. 8:16-24; Ex. 19 Plea Agt.** After IME’s guilty plea and the payment of restitution to the City, the Circuit Court granted IME probation before judgment and struck the suspended \$25,000 fine. **Ex. 19 Plea Agt. & Ex. 16 Dkt. Rec.**

Ms. Garrett did not cooperate with the City or with law enforcement investigating the overbilling theft scheme. *See* CITY CODE ART. 5, §40-19(b)(2)(iii) (considering “whether and to what extent the person cooperated with authorities investigating the matter.”). On August 17, 2015, Ms. Garrett submitted to the City and law enforcement,

the fabricated November 23, 2012 e-mail, as exculpatory evidence, purportedly authorizing Ms. Garrett to manipulate invoices “to convert expense to hourly rate to recoup all cost.”⁶ **Ex. 17 E-mail produced August 17, 2015.** The actual content of Director Tonjes’ e-mail to Ms. Garrett contains only the statement, “You are going to be disqualified. I believe you exceeded the rate for that labor category.” **Ex. 18 E-mail from Chris.Tonjes@baltimorecity.gov to Tgarrett@ime-mts.com [Original version].**

Ms. Garrett is judicially estopped from arguing that Director Tonjes authorized Ms. Garrett “to convert expense to hourly rate to recoup all cost.” **Ex. 17.** The State dismissed the theft charge against Ms. Garrett, based on the factual admissions in the Plea Agreement and Statement of Facts, which included the concession that the “submissions of fraudulent timesheets for Mr. McClendon and Ms. Brown resulted in the defendant receiving approximately \$165,520 in overpayments from the Baltimore City Finance Department.” **Ex. 15 Transcr. p. 5:20-23, Ex. 16 Dkt. Rec. & Ex. 20 State. of Facts;** *See Brown v. Mayor*, 167 Md. App. 306, 325 (2006) (assignee “judicially estopped from arguing that...[defendant] acted in self-defense because...[defendant] admitted in his guilty plea in the criminal case that he committed first-degree murder.”).

⁶ Ms. Garrett’s submission of the fabricated November 23, 2012 e-mail from Director Tonjes as exculpatory evidence is a crime. *See* Md. Code Ann. Crim. Law § 9-307(c) (“A person may not introduce physical evidence in an official proceeding if the person knows that the evidence has been altered or fabricated with the intent to deceive...”); *see also United States v. Johnson*, 553 F. Supp. 2d 582, 624 (E.D. Va. 2008) (Defendant guilty of attempting to obstruct an official proceeding where he gave his counsel a falsified e-mail with the intent that it be used as an exhibit during the cross-examination of a government witness.).

The fabricated Tonjes' e-mail could not justify or authorize Ms. Garrett's manipulation of the contractors' time records or the overcharges in IME's invoices.⁷

Ms. Garrett has failed to accept responsibility conduct since altering the timecards between January 1, 2013 and January 15, 2014. *See* CITY CODE ART. 5, §40-19(b)(2)(v) (considering "the conduct of the person since the act occurred."). In fact, Ms. Garrett's conduct "demonstrates an astounding lack of business integrity." **Ex. 27 p. 9.** On August 17, 2015, Ms. Garrett actively sought to mislead the City and law enforcement by submitting the fabricated November 23, 2012 e-mail to justify her actions. **Ex. 17.** As recently as May 20, 2016 and August 12, 2016, Ms. Garrett attempted to mislead the United States Navy with the fabricated e-mail, claiming that Director Tonjes authorized her to alter the contractors' work hours shown on the IME timecards. **Ex. 27 p. 8.**

CONCLUSION

The integrity of the City's contracting process and the City's best interests require protection from IME and Ms. Garrett, who deliberately falsified invoices and time records 43 times to steal \$165,520 from the City. Ms. Garrett fabricated Director Tonjes' e-mail and attempted to mislead and to obstruct official proceedings with it. Allowing

⁷ The fabricated Tonjes e-mail could not change the terms of the City's CATS II contract. *See Alternatives Unlimited, Inc. v. New Balt. City Bd. of Sch. Comm'rs*, 155 Md.App. 415, 425 (2004) ("a governmental entity...may never have an obligation imposed upon it to expend public funds except in the formal manner expressly provided by law"). The City could not be bound by Director Tonjes' purported e-mail statement. The Vendors had no right to rely on the e-mail statement. *See Gontrum v. Mayor & City Council of Baltimore*, 182 Md. 370, 378 (1943) ("no estoppel as applied to a municipal corporation can grow out of dealings with public officers of limited authority where such authority has been exceeded, or where the acts of its officers and agents were unauthorized or wrongful.").

IME and Ms. Garrett to retain the ability to conduct business with the City creates an unacceptable risk of harm and undermines public confidence in the City's contracting process.

The City requests that the BOE debar IME and Ms. Garrett for not less than 10 years, which allows them to apply for reinstatement in 5 years. Based on the same underlying facts, the Navy debarred the Vendors from all Federal Government contracting for a term of 5 years without the possibility of earlier reinstatement.

Respectfully submitted,



Steven J. Potter, Esq.

City Law Department

100 Holliday Street

Baltimore, MD. 21202

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F: (410) 576-1025

Steven.potter@baltimorecity.gov

Attorneys for Mayor and City Council of

Baltimore

Certificate of Service

I HEREBY CERTIFY, on this 26th day of October 2016, I hand-delivered the foregoing memorandum to Ms. Twyla Garrett and the corporate designee of IME, Vendors.



Steven J. Potter

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BALTIMORE CITY BOARD OF ESTIMATES

In Re: Investment Management Enterprise, Inc.

and Twyla Garrett,

Vendors.

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No. _____

THE MAYOR AND CITY COUNCIL OF BALTIMORE'S DEBARMENT HEARING
EXHIBIT LIST

<u>Ex. no.</u>	<u>Description</u>	<u>Date</u>
1	Board of Estimates Memorandum pages 42-43	5/11/16
2	Board of Estimates Notice of Debarment Proceeding	5/18/16
3	Maryland Department of Information and Technology Consulting and Technical Services II Contract ("CATS II")	9/22/08
4	Board of Estimates approval of CATS II	7/11/12
5	Board of Estimates funding approval for CATS II	8/6/13
6	Bid Tabulation for B50002821	
7	Purchase Order (P521826) for B50002821	4/16/13
8	Bid Tabulation for B50002989	
9	Purchase Order (P521826) for B50002989	6/11/13
10	Bid Tabulation for B50002851	
11	Purchase Order (P521826) for B50002851	5/8/13
12	IME SDAT Trade Name Application	12/23/05
13	IME SDAT Foreign Name Qualification	8/29/13
14	State of Virginia IME Annual Reports	2012-2015
15	Transcript of Proceedings in <i>State v. Investment Management Enterprise, Inc.</i> (Case no. 115204013)	2/3/2016

<u>Ex. no.</u>	<u>Description</u>	<u>Date</u>
16	Docket Record for <i>State v. Investment Management Enterprise, Inc.</i> (Case no. 115204013)	
17	E-mail from Chris.Tonjes@baltimorecity.gov to Tgarrett@ime-mts.com RE: B50002705 – Senior IT Professional RFR [Altered version]	11/23/12
18	E-mail from Chris.Tonjes@baltimorecity.gov to Tgarrett@ime-mts.com RE: B50002705 – Senior IT Professional RFR [Original version]	11/23/12
19	Plea Agreement for <i>State v. Investment Management Enterprise, Inc.</i> (Case no. 115204013)	2/3/16
20	Statement of Facts in Support of Guilty Plea	2/3/16
21	IME Time Card for McClendon [Signed by McClendon]	2/16/13 - 2/28/13
22	IME Time Card for IME Invoice WBC_13_004 [Re: McClendon 2/16/13 - 2/28/13]	
23	IME Invoice WBC_13_004 [Re: McClendon 2/16/13 - 2/28/13]	3/4/13
24	Winbourne Consulting Invoice # WC-3022	3/7/13
25	City Check no. 1272666 for \$21,928.80 to Winbourne	4/4/13
26	Check no. 6600801141 for \$165,520 to Director of Finance	2/2/16
27	Department of the Navy Memorandum in Support of Notice of Debarment: Twyla Garrett; Investment Management Enterprises, Inc.	9/30/16

FROM

NAME & TITLE	David E. Ralph, Deputy City Solicitor
AGENCY NAME & ADDRESS	Department of Law City Hall
SUBJECT	Recommendation for Debarment of: Investment Management Enterprise, Inc. and Twyla Garrett

CITY OF
BALTIMORE

MEMO
42-43



TO

Honorable President and Members
of the Board of Estimates

DATE: May 11, 2016

ACTION REQUESTED OF THE BOARD OF ESTIMATES:

The Law Department recommends that the Board of Estimates institute proceedings, pursuant to the BALTIMORE CITY CODE ART. 5, §§ 40-7(a); 40-8(4), to debar Investment Management Enterprise, Inc. ("IME") and its president and chief executive officer, Twyla Garrett ("Garrett"), from entering into contracts with the City for not less than 5 years by: (1) issuing the attached notices of proposed debarment to IME and Garrett pursuant to BALTIMORE CITY CODE ART. 5, § 40-17(b)(1), and (2) suspending IME and Garrett, pursuant BALTIMORE CITY CODE ART. 5, § 40-18, pending this Board's final decision.

AMOUNT OF MONEY AND SOURCE OF FUNDS

This matter recommends the debarment of a vendor. \$165,520 has already been recovered by the City from the Vendor. No funds are requested or required.

BACKGROUND/EXPLANATION:

The Bureau of Purchases secured IT management and technical services for the Mayor's Office of Information and Technology ("MOIT") from IME through Winbourne Consulting, LLC, a staffing company that had contracted with the State of Maryland Department of Information Technology ("DOIT"). This Board had approved the City's participation in the DOIT master blanket requirements contract (no. 060B9800035) on July 11, 2012, with an increase to \$4,000,000 on August 14, 2013.

The IME contractors performed the project management and senior IT services as required pursuant to the master blanket purchase order P521826. From approximately January 1, 2013 through January 1, 2014, when Garrett/IME submitted invoices for payment by the City for the contractor's service, Garrett/IME inflated the billable hours over those hours actually reflected on the contractor's timesheets. IME/Garrett inflated the project management billable hours from 1,393 hours to 1,962 hours to obtain an overpayment from the City of \$72,652. IME/Garrett inflated the senior IT billable hours from 57 hours to 845 hours to obtain an overpayment from the City of \$92,868.

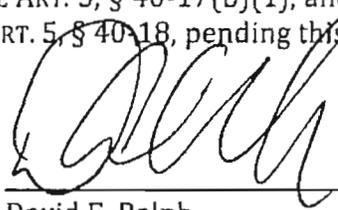
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Law Dept.

Honorable President and Members
of the Board of Estimates
Recommendation for Debarment of:
Investment Management Enterprise, Inc. and
Twyla Garrett
Page 2

On February 3, 2016, IME pled guilty to felony Theft Scheme over \$100,000 in the matter of the *State of Maryland v. Investment Management Enterprise, Inc.* (Circuit Court for Baltimore City, Case number 115204013), for the fraudulent submission of invoices based on the inflated timesheets to obtain \$165,520 in overpayments from the City. As required by the criminal plea agreement, IME has paid \$165,520 in restitution to the City.

The Law Department has reviewed this matter with the Office of the Inspector General and recommends that the Board of Estimates issue notices of proposed debarment to IME and Garrett pursuant to BALTIMORE CITY CODE ART. 5, § 40-17(b)(1), and (2) suspend IME and Garrett, pursuant BALTIMORE CITY CODE ART. 5, § 40-18, pending this Board's final decision.



David E. Ralph,
Deputy City Solicitor

APPROVED BY THE BOARD OF ESTIMATES:



Clerk

Date

MAY 18 2016

CITY OF BALTIMORE

BOARD OF ESTIMATES

Room 204, City Hall
Baltimore, Maryland 21202
410-396-4755



BERNARD C. "JACK" YOUNG
PRESIDENT, CITY COUNCIL

STEPHANIE RAWLINGS-BLAKE
MAYOR

JOAN M. PRATT
COMPTROLLER

RUDOLPH S. CHOW, P.E.
DIRECTOR OF PUBLIC WORKS

GEORGE A. NILSON
CITY SOLICITOR

BERNICE H. TAYLOR
DEPUTY COMPTROLLER
AND CLERK TO THE BOARD

May 18, 2016

CERTIFIED MAIL - 7008 2810 0000 7324 5777

Twyla N. Garrett, President
Investment Management Enterprise, Inc.
1211 Connecticut Avenue
Washington, DC 20036

CERTIFIED MAIL - 7009 0080 0000 4401 8098

Twyla N. Garrett, registered agent
Investment Management Enterprise, Inc.
8016 Shadowberry Place
Richmond, VA. 23227

**RE: Notice of Debarment Proceedings and Suspension of
Investment Management Enterprise, Inc. and Twyla N. Garrett**

Dear Ms. Garrett:

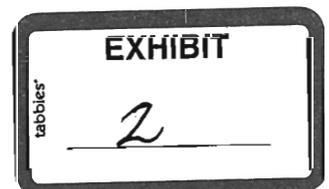
The Baltimore City Board of Estimates on behalf of the Mayor and City Council of Baltimore ("City") hereby provides this notice of debarment proceedings against Investment Management Enterprise, Inc. ("IME") and Twyla N. Garrett ("Ms. Garrett") pursuant to the BALTIMORE CITY CODE ART. 5, §§ 40-7(a); 40-8(4) to debar you from doing business with the City for a period of no less than five years. Based on the information it possesses at this point, the City Department of Law has recommended a debarment of five years.

Grounds for the Debarment

1. IME has pled guilty to felony Theft Scheme over \$100,000 in the matter of the *State of Maryland v. Investment Management Enterprise, Inc.* (Circuit Court for Baltimore City, Case number 115204013).
2. Ms. Garrett is a principal of IME and is substantially involved in IME's contracting activities.
3. IME admits submitting invoices for payment by the City for the period of January 1, 2013 through January 1, 2014, based on fraudulently inflated timesheets to obtain \$165,520 in overpayments from the City.

Right to Hearing

You have the right to a hearing before the Board of Estimates on written request filed with the Board of Estimates within 30 days of receipt of this notice. The failure to file a timely written request for a hearing waives the right to a hearing and results in debarment.



Notice of Debarment Proceedings and Suspension of
Investment Management Enterprise, Inc. and Twyla N. Garrett
May 18, 2016
Page 2

Suspension Pending Final Decision

While debarment proceedings are pending against IME and Ms. Garrett, they are suspended pursuant to BALTIMORE CITY CODE ART. 5, § 40-18 from entering into, performing, or seeking to perform under a contract or a subcontract with the City.

Notice of Final Decision

The Board of Estimates will notify you of the Board of Estimates' final decision whether IME and Ms. Garrett are debarred from entering into, performing, or seeking to perform under a contract or a subcontract with the City for the grounds identified above and the length of any such debarment.

APPROVED BY THE BOARD OF ESTIMATES

By: Bernice W. Taylor May 18, 2016
Clerk DATE

Request for Proposals

CONSULTING AND TECHNICAL SERVICES II (CATS II)

PROJECT NO. 060B9800035



**DEPARTMENT OF
INFORMATION TECHNOLOGY**

Issue Date: September 22, 2008

NOTICE

Prospective Offerors who have received this document from the Department of Information Technology's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation



**STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to bid on this Contract, please email this completed form to: CATSII@doit.state.md.us.

Title: CONSULTING AND TECHNICAL SERVICES (CATS II)
Project No: 060B9800035

1. If you have responded with a "no bid", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Insurance requirements are restrictive. (Explain in REMARKS section.)
- Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

CONSULTING AND TECHNICAL SERVICES II (CATS II)

PROJECT NUMBER 060B9800035

RFP Issue Date: September 22, 2008

RFP Issuing Office: Department of Information Technology

Procurement Officer: Gisela Blades
Phone #: (410) 260-7678
Fax: (410) 974-5615
Email: CATSII@doit.state.md.us

Proposals are to be sent to: Department of Information Technology
45 Calvert Street, Room 444
Annapolis, MD 21401
Attention: Gisela Blades

Pre-Proposal Conference: October 8, 2008 10:00 AM
UMUC Inn and Conference Center by Marriott
3501 University Boulevard East
Adelphi, Maryland 20783
Phone: 1-301-985-7300

For directions, see Attachment E.

Closing Date and Time: November 5, 2008 - 2:00PM Local Time

NOTE

Prospective Offerors who have received this document from the Department of Information Technology's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Information Technology (DoIT) is issuing this Request for Proposals (RFP) to procure information technology (IT) consulting and technical services for the State of Maryland. The Master Contract resulting from this RFP will provide State agencies with the flexibility of obtaining IT resources quickly and efficiently by issuing Task Order Requests for Proposals (TORFP) or Requests for Resumes (RFR) specific to its needs. The CATS II Master Contract will run concurrently with the existing Consulting and Technical Services (CATS I) Master Contract, and will replace it upon its expiration date of December 31, 2010. During the remaining term of CATS I, CATS II will be used only if it is not reasonably anticipated that a TORFP will be completed by the CATS I contract expiration date.
- 1.1.2 The scope of this solicitation encompasses 17 primary functional areas. The functional areas are as follows:
- 1) Enterprise Service Provider
 - 2) Web and Internet Services
 - 3) Electronic Document Management
 - 4) Geographical Information Systems
 - 5) Software Engineering
 - 6) Systems/Facilities Management and Maintenance
 - 7) Information System Security
 - 8) Application Service Provider
 - 9) IT and Telecommunications Financial and Auditing Consulting Services
 - 10) IT Management Consulting Services
 - 11) Business Process Consulting Services
 - 12) Tower Site Preparation
 - 13) Tower Installation
 - 14) Tower Equipment Installation and Services
 - 15) Electronic Benefits Transfer
 - 16) Media and Training Center Support
 - 17) Documentation/Technical Writing
- 1.1.3 DoIT intends to award a Master Contract to all Offerors that the State determines to be qualified. Offerors may propose to one, several or all functional areas.
- Specific TORFPs or RFRs will be issued, as needed, throughout the term of the Master Contract. All eligible Master Contractors will be invited to compete. Based on the evaluation of responses, and as specified in the TORFP/RFR, a single or multiple Master Contractor(s) will be selected for award. A specific TO Agreement will then be entered into between the State and the selected

Master Contractor(s), which will bind the Master Contractor(s) to the contents of its proposal, including its price. A TORFP, RFR, TO Agreement, or Proposal may not in any way conflict with or supersede the CATS II Master Contract.

1.2 Background

1.2.1 The current CATS I Contract expires on December 31, 2010. Weekly updated contract activity details can be found on the CATS web site:

<http://www.DoIT.maryland.gov> – search: CATS

1.3 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Agency** – A unit of the Executive Branch of Maryland State government
- b. **Business Beneficial** – Type of payment whereby the exclusive payment to the TO Contractor will be a designated portion of the monies saved by the State as a direct result of the service provided by the TO Contractor under the TO Agreement.
- c. **COMAR** – Code of Maryland Regulations, available on-line at www.dsd.state.md.us
- d. **Commission Only** – Type of payment for performing under a TO Agreement whereby the exclusive payment to the TO Contractor will be a percentage of monies actually received by the State from the TO Contractor as a result of the TO Contractor's audit findings. Note: Commission rate may not exceed 35% of recoveries. This percentage will not be paid for any amount of future cost avoidance or increased revenue that results from a TO Contractor's finding under any audit TO Agreement.
- e. **Consulting and Technical Services I (CATS I)** – Precursor to CATS II; Project Number 050R5800338; contract term December 17, 2005 through December 31, 2010
- f. **Consulting and Technical Services II (CATS II)** – This Request for Proposals (RFP) for the Department of Information Technology, Project Number 060B9800035, dated September 22, 2008, including any amendments
- g. **Contract Manager (State CM)** – The State representative who serves as the manager for the resulting Master Contract. The State CM monitors the daily activities of the Master Contract and provides guidance to Master Contractors.
- h. **COTS** – Commercial- off- the- Shelf Software
- i. **DoIT**- Department of Information Technology
- j. **EBT** - Electronic Benefit Transfer (EBT) is an electronic system that allows a recipient to authorize transfer of their government benefits from a Federal account to a retailer account to pay for products received.

k. Fixed Price – Type of payment for performing under a TO Agreement whereby the exclusive payment to the TO Contractor for product delivered or performance of services is at a firm price or a price that is subject to contractually specified adjustments.

l. Fixed Hourly Labor Category Rates - Fully loaded hourly rates established in the Master Contract that include all direct and indirect costs and profit for the TO Contractor to perform a TO Agreement. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Master Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to an TO Agreement. Non-routine travel costs will be identified in a TORFP, when appropriate, and in accordance with Section 2.2.4 of this RFP.

m. Local Time - Time in the Eastern Time Zone as observed by the State

n. Master Contract — The Master Contract between the DoIT and each of the Offerors determined technically capable of performing the requirements of this RFP

o. Master Contractor (MC) – An Offeror who is awarded a Master Contract under this RFP

p. MBE – A Minority Business Enterprise certified by the Maryland Department of Transportation (MDOT) under COMAR 21.11.03

q. Notice To Proceed - A formal notification from the agency TO manager that the specific TO Contractor selected to perform under a TO Agreement should immediately, or as of a date contained in the notice, begin performance of the TO Agreement. An agency Purchase Order may also serve as an NTP.

r. Offeror – An entity that submits a proposal in response to this RFP

s. Procurement Officer – The State representative, as identified in section 1.6, responsible for this RFP, for the determination of Master Contract scope issues, and the only State representative who can authorize changes to the Master Contract

t. Request for Proposals (RFP) – This RFP for the Department of Information Technology, Project Number 060B9800035, dated September 22, 2008, including any amendments

u. Request for Resume (RFR) – A solicitation document that describes specifics regarding acquisition of dedicated resource(s) to supplement State staff on a temporary basis. A single support staff or support groups of up to five members may be engaged for up to six months without renewal options. A single award for a Major IT Development Project Manager may have tenure of one base year with up to two optional years, or through the end of the project within the Master Contract term. An RFR is limited to only labor categories defined in this RFP.

v. Revenue Neutral – Procurement of services without charge to the State, regardless of the actual costs incurred, since costs are paid by one or more third parties.

w. Small Business Reserve (SBR) – A program in accordance with Title 14, Subtitle 5 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended by Chapter 75, Laws of Maryland 2004, that reserves 10% of the procurement dollars spent by 22 designated agencies for small businesses registered by the Department of General Services (DGS).

x. **Software Source Code Documentation** – All design tools, documents and diagrams used in the development of the source code including but not limited to data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagram, technical and user manuals, data dictionary, and a copy of the development software used to write and compile the source code.

y. **State** – State of Maryland.

z. **Task Order Manager (TO Manager)** – The State’s representative who is identified in a TORFP/RFR or a TO Agreement, who will supervise the TO Contractor rendering services for that respective TO Agreement.

aa. **Task Order Agreement (TO Agreement)** – A signed contract between DOIT and the Master Contractor selected for award via a TORFP/RFR. A TO Agreement will deal only with the specific TORFP performance aspects. All general terms and conditions contained in the CATS II Master Contract shall apply to all TO Agreements.

bb. **Task Order Contractor (TO Contractor)** – MC awarded a TO Agreement.

cc. **Task Order Procurement Officer (TO Procurement Officer)** - The TO Procurement Officer has the sole responsibility for the management of the TORFP/RFR process, for the resolution of TO Agreement scope issues, and for authorizing any changes to each TO Agreement.

dd. **Task Order Proposal (TO Proposal)** – The technical and financial response by a Master Contractor to a TORFP.

ee. **Task Order Request for Proposals (TORFP)** – A solicitation document that describes all specifics regarding the performance of IT consulting and technical services as required by a State agency.

ff. **Time and Material** - Type of payment to the TO Contractor specific to TO Agreement performance, based on direct labor hours billed at specific hourly rates, plus non-routine travel costs as may be identified in a TO AGREEMENT, plus the actual cost of any materials provided. The labor category hourly rates may not exceed the hourly rates specified in the Master Contract. The TO Contractor will be required to provide time records and/or other documentation documenting that all direct hours billed have actually been expended by its principals or employees, or those of subcontractors, totally and productively in the performance of the specific TO Agreement. In addition, the TO Contractor must also provide documentation of the actual cost of materials or other activities directly used in the performance of a TO Agreement. The fixed hourly labor category rates, plus the actual cost of materials, and non-routine travel will be the only payment made for this type of TO Agreement.

1.4 Master Contract Type

The Master Contract shall be an Indefinite Quantity Contract as defined in COMAR 21.06.03.05 and 06. Fixed Price (FP) and Time and Material (TM) TO Agreements as described in each respective TORFP/RFR will be issued under the Master Contract, as appropriate to the type of services being requested. In addition, business beneficial, revenue neutral, or commission only concepts may be applied.

1.5 Master Contract Duration

The term of this Contract shall be for a period of five (5) years, beginning on or about May 1, 2009, and terminating on April 30, 2014.

1.6 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Master Contract is the Procurement Officer at the address listed below:

Gisela Blades
Department of Information Technology
45 Calvert Street, Room 444
Annapolis, Maryland 21401
Phone Number: 410-260-7678
Fax Number: 410-974-5615
Email: CATSII@doit.state.md.us

DoIT may change the Procurement Officer at any time by written notice to the Master Contractors.

1.7 Contract Manager

The State CM monitors the daily activities of the Contract and provides technical guidance to the Master Contractor. The State CM will be determined prior to award of the Master Contract.

DoIT may change the State CM at any time by written notice to the Master Contractors.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held on October 8, 2008, beginning at 10:00 AM. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding and ability to meet the State's MBE goals.

Due to the anticipated interested in this RFP, seating at the Pre-Proposal Conference will be limited to two (2) attendees per company. Attendees should bring a copy of the RFP and bring a business card to help facilitate the sign-in process.

The Pre-Proposal Conference will be summarized in writing. As promptly as is feasible subsequent to the Pre-Proposal Conference, a summary of the Pre-Proposal Conference, the attendance record, and all questions and answers known at that time will be distributed via email to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please email the Pre-Proposal Conference Response to CATSII@doit.state.md.us no later than 4:00 PM on October 1, 2008. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability,

please call no later than October 1, 2008. DoIT will make reasonable efforts to provide such special accommodation.

1.9 Use of eMarylandMarketplace

e-Maryland Marketplace is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DOIT web site (www.DoIT.maryland.gov) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-bid/proposal conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, all Offerors interested in doing business with Maryland State agencies should subscribe to e-Maryland Marketplace. Furthermore, prior to award of any contract, the apparent awardee must be registered on eMM.

1.10 Questions

Questions from prospective Offerors should be emailed to the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. No substantive question will be answered prior to the pre-proposal conference. Questions, both oral and written, will also be accepted during the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted in a timely manner prior to the proposal due date to the Procurement Officer. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be emailed to all vendors who are known to have received a copy of the RFP.

1.11 Proposals Due (Closing) Date

One unbound original and one copy of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, **no later than 2:00 PM (local time) on November 5, 2008**, in order to be considered. A CD of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. A CD of the Financial Proposal in MS Excel format (NOT in .pdf format) must be enclosed with the original financial proposal. Label all CDs with the RFP title, RFP number, and Offeror name and enclose with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the **due date and time, November 5, 2008, at 2:00 PM (local time)** will not be considered.

Proposals may not be submitted by email or facsimile.

IMPORTANT NOTICE – If you submit a proposal, you must complete the “PROPOSAL REGISTRATION FORM” accessible off the DoIT website <http://doit.maryland.gov>

Search: CATS II

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals, or of Best and Final Offers (BAFO), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DoIT Procurement web page and through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.14 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Master Contract based upon the written proposals received without prior discussions or negotiations.

1.15 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of this RFP and should not include marketing material.

1.17 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternative Proposals

Neither multiple nor alternate proposals will be accepted. Submitting proposals for more than one functional area is not considered a multiple or alternate proposal.

1.19 Access to Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, Part III of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01).

1.20 Offeror Responsibilities

Any selected Offeror shall be responsible for all products and services required by this RFP. Additional information regarding MBE subcontractors is provided under paragraph 1.24 below. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Master Contract, attached as Attachment A. Any exceptions to this RFP or the Master Contract shall be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.22 Proposal Affidavit

A proposal submitted by an Offeror shall be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.23 Master Contract Affidavit

All Offerors are advised that if a Master Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Master Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit shall be provided within five (5) business days notification of proposed Master Contract award.

1.24 Minority Business Enterprises

A minimum overall MBE subcontractor participation goal of **35%** has been established for the aggregate of all TO Agreements awarded pursuant to this RFP. The State shall assess the potential for an MBE subcontractor participation goal for each TORFP/RFR issued (including any TORFP/RFR designated as a Small Business Reserve) and shall set a goal, if appropriate.

Each Offeror shall **complete, sign and submit, without edits, Attachment D-1 Offeror** (Offeror MBE Form – Offeror Acknowledgement of TORFP MBE Participation Commitment) at the time it submits its technical response to the RFP. **Failure to do so will result in the State's rejection of the Offeror's Proposal to the RFP.**

Master Contractors responding to a TORFP/RFR containing an MBE goal shall **complete, sign, without edits, and submit all required MBE documentation (TO Attachments D-1** (Certified MBE Utilization and Fair Solicitation Affidavit) and **D-2** (MBE Participation Schedule) at the time of TO Proposal submission. **Failure to do so will result in the State's rejection of the Master Contractor's proposal to the TORFP.**

Each Master Contractor, once awarded a TO Agreement, will be responsible for submitting the following forms to provide the State with ongoing monitoring of MBE Participation:

- D-3 (Outreach Efforts Compliance Statement)
- D-4 (Subcontractor Project Participation Statement)
- D-5 (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report)
- D-6 (MBE Subcontractor/Master Contractor Unpaid MBE Invoice Report)

The most current directory of certified MBEs is available on <http://www.mdot.state.md.us> through MDOT, Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076, phone number 410-865-1269.

1.25 Small Business Reserve

The State reserves the right to designate any qualifying TORFP/RFR issued pursuant to this RFP as an SBR TORFP/RFR. The resulting TO Agreement may only be awarded to a Master Contractor that is a certified small business, that meets the statutory qualifications of a Small Business as defined in §14-501(c), State Finance and Procurement (SFP) Article, Annotated Code of Maryland, and is registered with the DGS SBR Program. The State shall assess the potential for an MBE subcontractor participation goal, if applicable, for each SBR TORFP/RFR.

Throughout the term of the Master Contract, Master Contractors qualifying or disqualifying under SBR guidelines shall notify the State CM of change in status. Should a Master Contractor become SBR certified after award of a Master Contract, that Master Contractor shall notify the State CM and provide the State CM with its DGS-assigned SBR Qualification number.

Information regarding the SBR Program and Small Business standards can be obtained from the DGS website at www.smallbusinessreserve.maryland.gov.

1.26 Living Wage Requirement

A solicitation for services under a State contract valued at \$100,000 or more may be subject to SFP Title 18. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment H entitled Living Wage Requirements for Service Contracts). Each qualifying task order will be subject to the Living Wage Law. **A Master Contractor responding to a TORFP will be required to submit and complete the Living Wage Affidavit with its response to each TORFP (Attachment I). If a Master Contractor fails to submit and complete the Living Wage Affidavit of Agreement with its response to a TORFP, the State may determine the Master Contractor to be not responsible.** Each Task Order stands alone.

Master Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the TO Agreement are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total TO Agreement value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located. The tier determination will be made at the Task Order level.

1.27 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Master Contract if selected for Master Contract award.

1.28 Procurement Method

Master Contracts will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.29 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT), State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. Any potential Offeror should complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.30 False Statements

Offerors are advised that section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
- Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.31 Non-Visual Access

Where applicable, the following will apply to TORFPs:

By submitting a TO Proposal, the Master Contractor warrants that the information technology offered under the TO Proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Master Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this Master Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.DoIT.maryland.gov – Search: nva

1.32 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption shall be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and

include the reason for the exemption. The COT/GAC X-10 form can be downloaded at:
<http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.33 Contract Extended to Include Other Non-State Governments or Agencies in MD

For the purposes of IT or telecommunications procurements, county, municipal, and other non-state governments or agencies within Maryland may purchase from the Master Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the Master Contract. All such purchases by Maryland non-State governments or agencies:

- Shall constitute contracts between the Master Contractor and that government or agency;
- Shall not constitute purchases by the State or State agencies under this RFP;
- Shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the Master Contractor and the purchaser. Master Contractor bears the risk of determining whether or not a government or agency with which the Master Contractor is dealing is a State agency.

1.34 Conflict of Interest

1.34.1 Under State Government Article 15-508 of the State ethics laws, a person and their employer who assist or are involved in the drafting of specifications for a procurement are prohibited from submitting a proposal for that procurement, from assisting or representing another person, directly or indirectly, who is submitting a proposal for that procurement, and from participating in the implementation of those specifications, whether as a prime or subcontractor. This section of the State Ethics Law may apply to TORFPs/RFRs issued to Master Contractors under the CATS II procurement.

1.34.2 Master Contractors will provide IT consulting and technical services for State agencies, or component programs with those agencies and must do so impartially and without any conflicts of interest. Master Contractors will be required to complete a Conflict of Interest Affidavit with each TO Proposal submitted in response to a TORFP. A copy of this Affidavit is included as Attachment G of this RFP. If the Procurement Officer makes a determination before award of a TO Agreement pursuant to a respective TORFP that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a TO Proposal under COMAR 21.06.02.03B.

1.35 Prompt Pay

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs dated August 1, 2008. The Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offerors who are awarded Master Contracts under this RFP must comply with the prompt payment requirements outlined in the Contract, §32 (see Attachment A). Additional information is available on the GOMA website at <http://www.oma.state.md.us/>.

SECTION 2 – SCOPE OF WORK

2.1 Scope

2.1.1 The scope of this solicitation encompasses the following 17 functional areas:

- 1) Enterprise Service Provider – (Section 2.3.1)
- 2) Web and Internet Systems – (Section 2.3.2)
- 3) Electronic Document Management – (Section 2.3.3)
- 4) Geographical Information Systems – (Section 2.3.4)
- 5) Software Engineering – (Section 2.3.5)
- 6) Systems/Facilities Management and Maintenance – (Section 2.3.6)
- 7) Information System Security – (Section 2.3.7)
- 8) Application Service Provider – (Section 2.3.8)
- 9) IT and Telecommunications Financial and Auditing Consulting Services – (Section 2.3.9)
- 10) IT Management Consulting Services – (Section 2.3.10)
- 11) Business Process Consulting Services – (Section 2.3.11)
- 12) Tower Site Preparation – (Section 2.3.12)
- 13) Tower Installation – (Section 2.3.13)
- 14) Tower Equipment Installation and Services - (Section 2.3.14)
- 15) Electronic Benefits Transfer – (Section 2.3.15)
- 16) Media and Training Center Support – (Section 2.3.16)
- 17) Documentation/Technical Writing - (Section 2.3.17)

2.1.2 The scope of services contained herein is intended to outline the general requirements under this RFP. Specific details of scope, time and budget will be provided in each individual TORFP/RFR. Examples of actual TORFPs may be found on the CATS I web site:

http://doit.maryland.gov/contracts/Documents/cats_torfp_status/catstorfpstatus.xls

2.2 General Requirements

Based on the requirements of individual TORFPs, the following applies:

2.2.1 Hardware (Equipment), Software and Data

2.2.1.1 Equipment and COTS Software

Any material provided by the Master Contractor shall only be approved for cost. No additional fees or markups shall be allowed. The Master Contractor shall provide all invoices for material (see procedure in Section 2.9.4).

A. In responding to any TORFP for which a Master Contractor proposes the purchase of any equipment and/or COTS software in its TO Proposal, a Master Contractor shall specifically identify in its TO Proposal the brand name, model, and other specifics of each different piece of equipment and/or COTS software proposed for use by the State, the quantity needed and a selling price for which it will provide the equipment and/or COTS software.

B. By responding to this RFP and accepting a Master Contract award, a Master Contractor specifically agrees that for any equipment and/or COTS software that it proposes for use by the State in response to a TORFP, the State will have the right to purchase the proposed equipment and/or COTS software from another source, instead of from the selected Master Contractor

C. If the State chooses to purchase any equipment or COTS software from a source other than the selected Master Contractor, provided the State purchases the same equipment or COTS software as proposed by the Master Contractor in its TO Proposal, the Master Contractor must agree to accept the equipment and/or COTS software provided by the State and shall integrate it with its service delivery the same as if the Master Contractor had provided the equipment and/or COTS software itself. Barring conclusive evidence of faulty installation or the installation of substandard or defective equipment and/or COTS software by another party, including the State, the TO Contractor may not use the fact that it did not directly provide the equipment and/or COTS software as an excuse for non-performance of any deliverable under a TO Agreement.

D. A TORFP shall not be issued under this CATS II Master Contract if equipment and/or COTS software costs are anticipated to exceed 49% of the value of the resulting TO Agreement.

2.2.1.2 Custom Software

- A) The State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under a TO Agreement.
- B) Upon a Master Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Master Contractor's dissolution, Master Contractor's merger with or acquisition by another company or contractor, discontinuance of support of any software or system, the Master Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Master Contract or TO Agreement. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and Software Source Code Documentation.

2.2.1.3 Source Code

- A) For all custom software provided to the State pursuant to any TO Agreement, the TO Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent. The TO Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location that is located in

the Baltimore/ Washington area of Maryland that is acceptable to the State. Two copies of the source code shall be stored on compact discs or other media designated by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

B) The TO Contractor shall provide the following:

1. Name, address, and telephone number of the third party who acts as escrow agent;
2. Source code escrow procedures;
3. Name, address, telephone number of party who audits escrow account;
4. Frequency of updates and maintenance of source code at escrow agent; and
5. Description of licensing arrangements and associated costs.

C) The State shall have the right to audit the software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the TO Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source codes.

2.2.1.4 Data

- A) Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B) Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the TO Agreement or the license.

2.2.2 Required Project Policies, Guidelines and Methodologies

A) The Master Contractor shall keep itself informed of and comply with all applicable federal, State and local laws, regulations, ordinances, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under this Contract, as those laws, policies, standards and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. It is the responsibility of the Master Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology;
- The State Information Technology Security Policy and Standards;
- The State Information Technology Project Oversight;
- The State of Maryland Enterprise Architecture.

B) The Master Contractor shall follow the project management methodologies that are consistent with the Project Management Institutes (PMI) Project Management Body of Knowledge (PMBOK) Guide. Master Contractor's staff and subcontractors are to follow a consistent methodology for all TORFP activities.

C) The Master Contractor shall apply a structured methodology to identify, evaluate, and select hardware, software, and services (e.g., telecommunications services, Internet access services, software maintenance) to meet specific requirements and when warranted, adjusting the methodology, including prototypes and pilots, to mitigate risk. This shall include, but not be limited to providing recommendations and assessments for all systems and technologies in areas such as the following:

1. COTS evaluations and comparisons,
2. COTS integration strategies and feasibility,
3. Technology insertion,
4. Technology upgrades,
5. System concept feasibility, and
6. Projected return on investment.

D) Apply proven and new system development methodologies and tools, and defining hardware, software, and firmware requirements.

2.2.3 Financial Accounting Solutions

The Master Contractor shall ensure that any financial accounting for fixed and capital assets or assets management performed under any TORFP, shall comply with Government Accounting Standards Board Statement No. 34 (GASB 34). See applicable accounting principles at: www.gasb.org/repmode/index.html

2.2.4 Travel Reimbursement

2.2.4.1 Routine Travel is defined as travel within a 50-mile radius of the requesting agency's base location, as identified in the TORFP/RFR, or the Master Contractor's facility, whichever is closer to the consulting site. There will be no payment for labor hours for travel time or reimbursement for any travel expenses for work performed within these radiuses or at the Master Contractor's facility.

2.2.4.2 Non-routine travel is defined as travel beyond the 50-mile radius of agency's base location, as identified in the TORFP/RFR, or the Master Contractor's facility, whichever is closer to the consulting site. Non-routine travel will be identified within a TO Agreement, if appropriate, and will be reimbursed according to the State's travel regulations and reimbursement rates, which can be found at: www.DBM.maryland.gov - search: Fleet Management. If non-routine travel is conducted by automobile, the first 50 miles of such travel will be treated as routine travel and as described in section 2.2.4.1 of this definition, and will not be reimbursed. The Master Contractor may bill for labor hours expended in non-routine traveling beyond the identified 50-mile radius, only if so specified in the TORFP/RFR.

2.3 Functional Area Descriptions

Secondary competition documents, such as a TORFP or RFR, will be issued to Master Contractors of one applicable functional area only. The State will make a determination of the one appropriate functional area prior to release of the TORFP/RFR. In general, a TORFP will address the broad process/scope of the project, such as doing research and recommendation for a system replacement, or the system replacement in itself, whereas an RFR may address the need for temporary staff to implement a process.

DoIT, on a case-by-case basis, will determine which solicitation venue is the most appropriate.

The examples of services listed in this section are not all inclusive of the services available under the Master Contract.

2.3.1 Functional Area One - Enterprise Service Provider (ESP)

- A) Description - Services to ensure that information systems are designed to capitalize on agency architectures and State IT standards, provide interoperability with other systems and networks, be reliable and maintainable, and make the most cost-effective use of COTS technology and agency-wide and government-wide resources.
- B) Examples of Potential Services:
- Deliver stated levels of performance, interoperability, and maintenance support within the known constraints of an agency's IT infrastructure; and
 - Testing the appropriate configurations of two or more hardware or software components of information systems or telecommunications networks.

2.3.2 Functional Area Two – Web and Internet Systems

- A) Description – A broad range of business solutions and support using the capabilities of the web and Internet; design, develop, test, implement and maintain web sites, portals, web applications and web services and the associated hardware, software, network and security components that comprise these solutions.
- B) Examples of Potential Services:
- Design, develop, test, implement and maintain secure and accessible web and internet solutions such as web site portals, web applications and web services for various business processes including requisitions, quotes, purchase orders, notices of award, electronic payments, etc.;
 - Provide scalable security solutions for web and internet services at the network and application level such as secure sockets layer certificates, user authentication and single sign on (SSO), application firewalls, intrusion detection system (IDS) monitoring, public key infrastructure (PKI) and digital signatures;
 - Design, develop, implement and maintain web graphics and site content, including electronic catalogues of goods and services, to ensure accuracy and timeliness of information published to the web;
 - Create web-based applications that are a front-end to traditional mainframe system;
 - Apply new and emerging technologies to establish current and scalable web development platforms;

- Assist in the implementation and customization of web services and other COTS solutions for the internet including, but not limited to electronic commerce/electronic data interchange (EC/EDI);
- Provide data transformation solutions between disparate systems;
- Monitor performance of web-based solutions including, but not limited to, traffic, usage statistics and surveys; and
- Provide configuration management control services and solutions.

2.3.3 Functional Area Three - Electronic Document Management

A) Description – Service to establish or maintain electronic document imaging, document management, document workflow, and associated technologies.

B) Examples of Potential Services:

- Workflow analysis;
- Document indexing/queuing and workload management;
- System/application/network design;
- Application prototyping;
- Implementation and support services;
- System interface development;
- System migration strategies;
- Document conversion (hardcopy to electronic or electronic to new system/media);
- Performance monitoring/measurement;
- System stress testing/benchmarking; and
- Document and records retention/archiving.

2.3.4 Functional Area Four - Geographical Information Systems (GIS)

A) Description –Service to integrate, store, edit, analyze, and display geographically-referenced information in a client/server or web-based environment.

B) Examples of Potential Services:

- Cost-benefit analysis of migrating/integrating existing databases with GIS;
- Systems analysis, design and spatial database development;
- Spatial referencing of spatial and non-spatial data;
- Integration of spatially referenced data with other functional areas in an organization;
- GIS system and data maintenance;
- Data quality assurance (e.g. data accuracy, precision, consistency, completeness) according to data quality standards/guidelines of the State;
- Collect, create or acquire digital spatial data such as orthophotography, elevation data, transportation features, streams, or parcel maps;
- Create maps using spatial data for web content, publication or other uses;
- Linking data with maps using geocoding;
- Define, develop, configure, implement and maintain GIS solutions, including COTS packages;
- Manipulate geographical data;
- Perform queries, analysis and visualization;
- Leverage existing data sets and data assets of the State, as necessary;

- Interface disparate GIS data sets to GIS solution; and
- Custom GIS application development to present data in standalone and web based environments.

2.3.5 Functional Area Five - Software Engineering

A) Description – Service to provide full life cycle of a software system development. Process definition; requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus); software metrics; software process assessments; software capability evaluations; software project management; software certification; software validation and verification; open systems; software architecture; software reengineering; software reuse; component based software; software security; supervising software configuration management; and CASE tools.

B) Examples of Potential Services:

- Provide ongoing system, applications maintenance and troubleshooting;
- Analyze and document complex system requirements;
- Design software tools and subsystems to support software reuse and domain analyses and manage their implementation;
- Interpret software requirements, design specifications to code, manage software development and support (using formal specifications, data flow diagrams, and other accepted design techniques and tools), integrate and test software components;
- Estimate software development costs and schedules;
- Review existing programs and assist in making refinements, performance improvements, and improving current techniques; and
- Estimate and track software quality attributes.

2.3.6 Functional Area Six - Systems/Facilities Management and Maintenance

Systems/Facilities Management and Maintenance services include: Data Center Technical Support/Operations, and Help Desk. At the State's discretion, these services may be required to be provided externally to the requesting agency.

2.3.6.1 Data Center Technical Support

A) Description - Planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for computer centers.

B) Examples of Potential Services:

- Develop/provide user manuals, programmer maintenance manuals, system design documentation;
- Provide operations and maintenance support;
- Analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary to meet operational requirements;
- Perform data entry;

- Provide support services to maintain operational data storage and retrieval applications resident on diverse computer platforms including, but not limited to, mainframes, and minicomputers;
- Implement and maintain backup and disaster recovery systems and processes;
- Develop standard operating procedures for the data center and associated systems/applications;
- Provide alternative sources of computer operations support and/or data center facilities;
- Provide assistance and help to users in areas, including, but not limited to, personalized assistance, telephone assistance and limited training;
- Perform hardware/software testing, installation, and maintenance;
- Collect and maintain statistics on hardware and software problems, maintenance service calls, and user base;
- Migrate data from system A to system B, which may require data QA/QC, data cleansing, data conversion and manipulations management;
- Monitor system performance and coordinate with office system vendors and users on efficient and effective use of the system;
- Provide technical training on all functions of the system;
- Develop requirements/specifications for hardware, software, and/or services;
- Develop special applications as required;
- Maintain system architecture/schematic on hardware, software, circuits, and codes for each system and user(s);
- Develop and maintain a configuration management program for all supported applications;
- Develop and maintain a lifecycle management program for all hardware and software applications;
- Centrally administer software licenses, including dynamic allocation;
- Perform network-based detection of viruses and unauthorized software and facilities to counter/eliminate/control;
- Centrally distribute electronic software;
- Migrate systems between State-owned and/or commercial facilities
- Manage and administer user identifications; passwords; and security keys; and
- Provide secure data center facility to host mission critical applications.

2.3.6.2 Facilities Maintenance

- A) Description – Cleaning of equipment, fire suppression, heating, ventilation and air conditioning (HVAC) installation and maintenance, and Uninterruptible Power Supply (UPS).
- B) Examples of Potential TORFPs:
- Installation and maintenance of UPS and HVAC systems;
 - Installation and testing of fire suppression system; and
 - Cleaning of facilities equipment.

2.3.6.3 Help Desk

- A) Description - Centralized technical assistance service to supports end user problem resolution, and the distribution of general information concerning the effective use of IT.
- B) Examples of Potential Services:

- Troubleshoot problems encountered using microcomputer software;
- Develop/provide user manuals, programmer maintenance manuals, and system design documentation;
- Provide user training in a variety of areas (e.g., desktop publishing, end-user security awareness training, telecommunications, operating systems, software packages);
- Analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary;
- Provide assistance in maintaining inventory control and location records of State-owned IT equipment/software and disposal of property as required;
- Collect statistics on hardware/software/system problems, security incidents, maintenance service calls, and user base;
- Analyze new applications, perform software maintenance, and make appropriate enhancements to existing systems;
- Assist customer personnel in identifying their requirements and/or problems;
- Review implementation plans for applications to ensure that the system resources are available to support applications in both the long and short term;
- Perform configuration management of software and hardware, including computers and network equipment across the enterprise; and
- Centrally administer software licenses, including dynamic allocation.

2.3.7 Functional Area Seven - Information System Security

The security of information and computing resources at all organizational levels; including software/application and data security support, as well as disaster recovery planning and risk assessment.

2.3.7.1 Hardware/Software/Application Security Support

- A) Description –Strategies and solutions to defend hardware and software IT and telecommunications resources against adversaries such as viruses, worms and hackers for operating systems and applications in a mainframe, client/server, or networked environment.
- B) Examples of Potential Services:
- Provide operational and analytical support related to security for computing platforms (i.e. PC, servers, mainframe) and networks;
 - Analyze and evaluate new and emerging security technologies as well as vendor security products for their applicability and feasibility of use in securing hardware/software IT and telecommunications resources;
 - Support customer security operations, including assisting customers with analyzing, developing and implementing security methodologies and safeguards to protect their IT and telecommunications assets;
 - Provide technical training for all aspects of information security relative to personal computers, file servers, and networks;
 - Design, test, install and support wireless network security systems; and
 - Provide virus detection, elimination, and prevention support.

2.3.7.2 Disaster Recovery and Risk Assessment.

A) Description - Disaster recovery planning and risk assessment in support of the mitigation of risks to IT and telecommunications systems and infrastructure. Through quantitative risk analyses establish recovery time and recovery point objectives, effective mitigation strategies, and documented disaster recovery plans. Assess adequacy of existing management, operational, and technical controls in safeguarding assets against waste, loss, unauthorized access/use, misappropriation to establish the consequences/impact of the potential threats on operations and service delivery requirements.

B) Examples of Potential Services:

- Review, develop, update and/or integrate disaster recovery, continuity of operations plans, contingency plans, and risk assessments; and
- Identify, develop and/or implement mitigation strategies to increase the effectiveness of operations and the continuity of service.

2.3.8 Functional Area Eight - Application Service Provider

A) Description - Combination of software, hardware and networking technologies to offer hosted service-based applications.

B) Examples of Potential Services - Application and support of applications such as, but not limited to:

- Finance;
- Human resources;
- E-commerce;
- Procurement;
- Materials management;
- Production;
- Order management and other legacy systems;
- Collaboration and automation tools;
- Web-hosting;
- Knowledge management;
- Back-office solutions;
- e-business and e-commerce applications;
- Data warehousing; and
- Information services (e.g., financial information, and legal research).

2.3.9 Functional Area Nine - IT and Telecommunications Financial and Auditing Consulting Services

The IT and Telecommunications Financial and Auditing Consulting include the following types of services: cost and financial analyses, information systems auditing and quality assurance and telecommunications systems management.

2.3.9.1 Cost and Financial Analyses

A) Description – An independent “third-party” review of cost factors associated with the recommended solutions contained in proposals from contractors to develop IT and telecommunications solutions. Independent third-party reviews may include such analyses as project return on investment, total cost of ownership, IT project portfolio analysis and payments

made or revenues received by State agencies under various contracts for telecommunications activities.

B) Examples of Potential Services:

- Verify charges and credits on telecommunications invoices that the State has received for various telecommunications equipment, systems and services, or amounts received under revenue producing contracts (may include inventory of equipment, lines, circuits and other telecommunications facilities). Assist in obtaining cash refunds from vendors for any erroneous charges, credits, or revenue shortages identified through audits.
- Perform independent reviews of proposed IT projects, products, and cost for services and benefits to determine cost-effectiveness;
- Perform independent analyses of cost proposals and cost benefit analyses for solutions submitted by Master Contractors in response to agency solicitations;
- Provide total cost of ownership analysis that includes the entire range of cost categories required for any given project being reviewed. The cost categories subject to analysis will depend on the particular IT project and may include: acquisition, facilities, equipment, operations, maintenance and repairs, and other costs such as, nonrecurring, recurring, direct and indirect, fixed and variable, and research and development;
- Establish baseline cost and benefits for IT projects based on historical data to serve as benchmarks for planning and evaluating proposed IT projects; and
- Provide financial management IT for projects and recommend procedures and processes for improving project financial management.

2.3.9.2 Information Systems Auditing and Quality Assurance

A) Description - Quality assurance audits of IT systems to ensure that systems perform to documented specifications in areas such as: data security, customer privacy, data accuracy, business processes, and customer satisfaction. In support of these efforts, auditing expertise to either perform or validate internal quality assurance audits for large- and medium-scale information technology projects in various environments (i.e., mainframe, mini computers, client/server, WAN/LAN).

B) Examples of Potential Services:

- Perform or validate quality assurance audits (including IV&V) of IT systems during the development process and report to a State agency on findings and recommend mechanisms to correct the issues identified in the audits; and,
- Develop an action plan that corrects audit findings and report to a State agency on the results of these corrective actions.

2.3.9.3 Telecommunications Systems Management

A) Description - Auditing services for quality control and for recommendations on consolidating activities spread among several contracts to obtain operational and cost efficiencies through consolidation and other means for telecommunication systems.

B) Examples of Potential Services:

- Evaluate and report on how State telecommunications contracts may be combined, streamlined, or otherwise improved to maximize operational and cost efficiencies in the State;
- Provide assessments of configuration and performance of telecommunications systems and contract vehicles;
- Analyze costs and benefits for telecommunications systems and provide recommendations based on maximizing return on investments for alternatives to current and proposed systems; and
- Monitor the implementation of accepted recommendations or improvements and provide feedback on level of improvements.

2.3.10 Functional Area Ten - IT Management Consulting Services

The IT Management Consulting Services include any of the following types of services: IT enterprise architecture, systems review for architectural consistency, strategic planning assistance, project management services, Master Contractor assessments and risk assessment analysis.

2.3.10.1 IT Enterprise Architecture Development

- A) Description – Define, design, develop, implement and maintain enterprise architecture plans, strategies, inventories and recommendations to support enterprise architecture (EA) at the State and agency level.
- B) Examples of Potential Services:
- Document and assess the current condition of the State/agency’s EA(s). This analysis may require documentation at the system or subsystem level;
 - Recommend an EA strategy for the State/agency with potential interim steps or phases for implementation based on the current condition survey mentioned above;
 - Provide recommendations for the development, implementation, assessment and maintenance of architectural principles, policies, standards and practices;
 - Provide data architecture, applications architecture, technology architecture, enterprise architecture planning, information systems architecture, and architecture trade-off analysis;
 - Conduct analyses and provide architecture impact assessments of proposed changes in information resources as directed;
 - EA tool set development, implementation and management;
 - Provide expertise to identify opportunities for integration and economies of scale across systems and/or organizations through the development or creation of enterprise architecture; and
 - Provide consultation on architecture improvement and recommendations on coordinating IT investments and initiatives across the various State agency’s business processes.

2.3.10.2 Systems Review for Architectural Consistency

- A) Description - Engineering assistance to integrate systems based on architectural standards and common infrastructures. In particular, recommendations for systems development, acquisition, and operations and to leverage common infrastructures effectively among various agency missions and services. Such application reviews may cover a variety of IT system environments from simple personal computer (microprocessor) and workstation applications; to local area networks (LAN) and wide area networks (WAN), to distributed processing systems; to web-based interactive systems; to large and very complex mainframe database

and file management systems that utilize remote batch processing and interactive teleprocessing.

B) Examples of Potential Services:

- Assess system design of applications to ensure consistency between systems and enterprise architectures and best integration with common infrastructure before development (i.e., code generation);
- Evaluate and determine the adequacy and appropriateness of the proposed systems architecture and applications for the planned systems; and
- Assess risks related to systems development plans and change proposals to existing and target architecture at the systems and enterprise levels.

2.3.10.3 Strategic Planning Assistance

A) Description - Assistance in developing long-range IT plans, IT-enabled business plans, and program effectiveness measures related to proposed IT investments. Assistance with agency-level strategic planning for IT to ensure consistency with State-level (i.e., enterprise) plans and initiatives.

B) Examples of Potential Services:

- Analyze customer and citizen demand for IT-enabled services;
- Evaluate current and emerging technologies and assist agencies with planning the tactical and strategic migration of business services to these technologies;
- Develop IT strategic plans that align agency business and technology plans with State business technology and goals and objectives; and
- Perform strengths, weaknesses, opportunities, and threats (SWOT) analyses, critical success factor analyses, strategic business planning, strategic information systems planning, electronic government assessments, and other techniques used to establish strategic information technology plans.

2.3.10.4 Project Management Services

A) Description - Successful IT project management services to ensure that IT project goals and objectives are met and that products are delivered on time, on budget and within scope, as well as meet the business objectives originally intended.

B) Examples of Potential Services:

- Ensure strategic alignment of IT projects by establishing project goals and objectives that are consistent with stated agency business drivers;
- Provide project planning, task prioritization, budget/cost analysis, scheduling, projections of staffing requirements, and performance measurements; and
- Assist State agencies with project management of IT project by assessing and modifying Project Management Plans (PMP), schedules, contracts and manages resources; delegating tasks; receiving, gathering, analyzing and disseminating information; setting goals and objectives; organizing project team and governance structures; understanding technology projects and preparing action and contingency plans.

2.3.10.5 Master Contractor Assessments

- A) Description - Independent, third party assessment of Master Contractor products, capabilities and experiences.
- B) Examples of Potential Services – Provide a review, evaluation and rating of IT Master Contractor performance on topics such as:
- Code of ethics and business practices;
 - Financial status including assets, liabilities, operating capital, cash flow, insurance coverage, annual reports, legal history;
 - Ranking among peers in the industry;
 - Personnel qualifications;
 - Reputation in the industry;
 - Customer satisfaction levels in performing projects;
 - Strengths and weaknesses in performing projects;
 - Project management methodologies applied to projects and results; and
 - Projects performed on time, on budget and within scope and meeting the business requirements originally intended.

2.3.10.6 Risk Assessment Analysis

- A) Description – Assess the risks associated with costs, benefits, schedule, technical performance, human factors, safety and security. The analysis may include provisions for identifying risk areas, assessing risk factors, recommending appropriate resources to reduce risk factors, identifying and analyzing alternative actions available, identifying the most promising alternatives, and planning for implementation of risk reduction.
- B) Examples of Potential Services:
- Assess risks and review technical risk assessments of an IT project, including subsystem designs, architectures, and computer systems in terms of their impact on costs, benefits, schedule and technical performance;
 - Perform cost and schedule risk assessments to support various alternatives to meet mission need, recommend alternative courses of action when one or more interdependent segment(s) or phase(s) experience a delay, and recommend opportunities for new technology insertions;
 - Provide fraud detection and prevention expertise on services to internal and external customers;
 - Perform technical risk assessments at various points in the system life cycle;
 - Identify areas of technical risk when translating operational requirements into system level requirements;
 - Develop and/or evaluate potential methods of mitigating technical risks;
 - Update evaluations in order to determine and forecast operational needs and changes;
 - Provide presentations on reporting and operational enhancements;
 - Develop operational management reporting tools and programs to prevent or mitigate risks; and
 - Provide and/or develop risk management policies, procedures and guidelines.

2.3.11 **Functional Area Eleven - Business Process Consulting Services**

A) Description - Streamlining business processes and the development, implementation and support of process improvements to eliminate redundancy; increase productivity and reduce cost.

B) Examples of Potential TORFPs:

- Collect information sharing and business requirements from State agencies to use in the development of new systems and the reengineering of legacy systems.
- Analyze existing work flow processes and define business requirements and recommend improvements to or reengineering of business work flow processes in order to meet identified business requirements;
- Coordinate business process improvement initiatives across the lines of business of either a single agency or multiple State agencies;
- Analyze the operational, technical and economic risks of reengineering efforts;
- Assist State agencies with change management planning and the execution of reengineered business processes;
- Document the reengineering methodologies used to recommend improvements in business processes and the methods of implementation; and
- Assist agencies in developing technical solutions for IT projects for recommended business process improvements.

2.3.12 Functional Area Twelve –Tower Site Preparation

The Proposed Tower Site Preparation FA include the following types of services: Determination of Eligibility (DOE) and Photo Simulations.

2.3.12.1 Determination of Eligibility (DOE) of Proposed Tower Sites

A) Description - Conduct historic properties survey investigations that meet the rules implementing compliance with Section 106 (36 CFR § 800), delimit the undertaking's Area of Potential Effects, identify historic properties, evaluate the effects of the undertaking to historic properties, and provide documentation to the State Historic Preservation Officer and the State.

B) Examples of Potential Services:

- Provide historic properties survey reports, National Register of Historic Places Determinations of Eligibility reports, Criteria of Adverse Effect reports, completed State historic properties inventory forms, photographic documentation, line of sight profiles, and photographic simulations;
- Determination of Effects/Adverse Effects shall include a Tower Viewshed Analysis and Impact Determination to include the effects on existing or potentially eligible Rural Historic Landscapes;
- Provide visual impact assessments and expert application of the Criteria of Adverse Effect on historic properties and Rural Historic Landscapes within the Area of Potential Effect; and
- Provide photographic documentation of existing tower assets.

2.3.12.2 Photo Simulations for Proposed Tower Sites

C) Description - Provide photographic simulation services and resulting photographic prints of radio tower projects, which will be used during public information hearing presentations.

D) Example of Potential Services:

- Photograph an existing radio tower of the structural type and height selected for the location identified (typically 330-foot or 180-foot) and the radio tower sites selected for photo simulation; provide photographic simulation through superimposition of an image of the appropriate height and structural type of the tower projected onto photographs of the selected radio tower site(s) from a minimum of three different identified locations; and provide electronic images of the photo simulations taken from three different identified locations/view points for each proposed tower site.

2.3.13 Functional Area Thirteen – Tower Installation

A) Description – Provide and install self-supporting towers; additionally, provide and install prefabricated concrete equipment shelters with associated liquid propane fueled generators with fuel tanks and installation services.

B) Examples of Potential Services:

- Provide and install 80' to 105' monopole;
- Provide and install 180', 330' or 450' self-supporting tower; and
- Provide and install lighting, fencing, and concrete equipment shelters as specified with any of the above.

2.3.14 Functional Area Fourteen – Tower Equipment Installation and Services

A) Description – Support services for wireless communication sites and related equipment

B) Examples of potential Services:

- Antenna and transmission line installation, removal and repair;
- Tower lighting systems installation and repair;
- Tower inspection services;
- Generator maintenance;
- Tower site upkeep; and
- Tower site audit and documentation services;

2.3.15 Functional Area Fifteen – Electronic Benefits Transfer (EBT)

A) Description – Services to provide intra-agency technical infrastructure components to create a new or update an existing EBT system.

B) Example of potential Services:

- System design to include functional design document, life cycle testing, back-up and recovery, system security;
- Enhancement to operational performance;
- Improvements in baseline functionality; and

- Optimization of system software and network communications.

2.3.16 Functional Area Sixteen – Media and Training Center Support

- A) Description – Services to support multi-media and education centers including, but not limited to: planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration; professional training expertise, including instructional systems design capabilities to improve job performance of employees utilizing the learning/media center.
- B) Examples of Potential Services:
- Develop technical and non-technical training materials and documentations;
 - Analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary to meet operational requirements;
 - Assist in the planning and logistics of conferences (including local, remote, tele-conferences, nationwide, and/or global), presentations, and classes;
 - Prepare video recordings of presentations, meetings, and course topics;
 - Provide and maintain a training environment conducive to effective training. May include facility, multimedia presentation capabilities and curriculum specific hardware and software;
 - Maintain a centralized technical assistance service that supports problem resolution and distributes general multi-media and learning information;
 - Provide qualified small to medium enterprises to effectively train technical and non-technical staff; and
 - Develop curricula.

2.3.17 Functional Area Seventeen – Documentation/Technical Writing

- A) Description –Develop and/or maintain the following types of documentation: system documentation; user manuals; computer operations and program maintenance manuals; plans for training, testing, quality assurance, and contingency operations; and backup, recovery and restart procedures; technical writing for proposals, presentations, standard operating procedures (SOP), policies and procedures.
- B) Examples of Potential Services:
- Develop system documentation that captures functional, interface, integration, date, security, and internal control requirements, data sensitivity and criticality description, system/subsystem or modules, program, database design, security and internal control specifications;
 - Document security specifications;
 - Develop system documentation for a new or existing system;
 - Develop technical specifications for a proposal;
 - Develop standard operating procedures;
 - Update SDLC documentation;
 - Develop agency security policy and procedures; and
 - Develop SOP for administration of a master contract.

2.4 Security Requirements

2.4.1 Master Contractors shall comply with and adhere to the State IT Security Policy and Standards where applicable to a TORFP/RFR. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: www.DoIT.maryland.gov - search: Security Policy

2.4.2 IT Security

2.4.2.1 The Master Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.

2.4.2.2 The Master Contractor shall complete any necessary paperwork for security access to sign on at the State's site if access is granted to the State's LAN/WAN, as directed and coordinated with the TO Manager.

2.4.3 Physical Security:

2.4.3.1 Each person who is an employee or agent of the Master Contractor or subcontractor shall display his or her company identification badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

2.4.3.2 Security Clearance (**May be required by some State agencies and will be identified as such in the TORFP/RFR**):

- A. The Master Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under a TO Agreement. This check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Master Contractor employee providing services on-site at any location covered by the TO Agreement. A CJIS Federal background check is necessary for each employee assigned to work on the TO Agreement and shall be completed within four (4) months of TO Agreement award.
- B. The Master Contractor shall provide certification to the agency that the Master Contractor has completed the required CJIS criminal background checks and that the Master Contractor's employees assigned to this TO Agreement have successfully passed this check. The State reserves the right to refuse any individual employee to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- C. The CJIS criminal record check of each employee who will work on State premises shall be reviewed by the Master Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - (a) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - (b) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - (c) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - (d) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);

(e) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or

(f) a crime of violence as defined in CL § 14-101(a).

- D. An employee of the Master Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Master Contract; an employee of the Master Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- E. An agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Master Contractor not being permitted to work on that agency's premises. Upon receipt of an agency's more restrictive conditions regarding criminal convictions, the Master Contractor shall provide an updated certification to that agency regarding the personnel working at or assigned to that agency's premises.

2.4.3.3 On-site security requirement(s) **(Required by some State agencies and will be identified as such in the TORFP/RFR)**: For all conditions noted below, the Master Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.

- A. Any person who is an employee or agent of the Master Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the agency.
- B. Further, the Master Contractor, its employees and agents and subcontractors' employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which access by the Master Contractor will be necessary. The failure of any of the Master Contractor's or subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- C. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document an inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Master Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Master Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Master Contractor personnel.

2.4.3.4 At all times at any facility, the Master Contractor's personnel shall ensure cooperation with State site requirements which include being prepared to be escorted at all times, and providing information for badging and wearing the badge in a visual location at all times.

2.5 Reports

2.5.1 MBE Reporting

The Master Contractor shall provide the TO Manager MBE reports as required in Attachment D.

2.5.2 Contract Management Oversight Activities Report

DoIT will be performing DoIT contract management oversight on the CATS II Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II TO Agreements. This process shall typically apply to active TO Agreements for operations and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

TO Contractors shall comply with oversight requirements as specified in a TORFP/RFR, and as currently posted on the CATS I web site.

2.5.3 Specialized Reports

Additional reports may be requested in the TORFP/RFR.

2.6 Retainage

- 2.6.1 The State reserves the right to establish retainage for any TORFP/RFR issued under this Master Contract, provided that no retainage exceeds 20%. Retainage conditions, including the percentage of retainage, whether retainage is cumulative, and the timeframe(s) and conditions(s) for release of retainage will be defined in the TORFP. Retainage will not be held by the State for any material costs. The Master Contractor shall note the material costs (estimated if necessary) on their response to the TORFP.

2.7 Insurance Requirements

- 2.7.1 Master Contractors shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 2.7.2 Master Contractors shall provide a copy of the Master contractor's current certificate of insurance, which, at a minimum, shall contain the following:
- A) Worker's compensation-The Master Contractor shall maintain such insurance as necessary and/or required under Worker's compensation Acts, and any other applicable laws.
 - A) General Liability- The Master Contractor shall purchase and maintain the following insurance protection on an occurrence and /or aggregate basis as applicable for liability claims arising as a result of the Master Contractor's operation under this RFP.
 - \$500,000-General Aggregate Limit (other than products/completed operations)
 - \$500,000-Products/completed operations aggregate limit
 - \$250,000- Each Occurrence Limit
 - \$250,000-Personal and Accidental Injury Limits
 - \$ 50,000-Fire Damage Limit
 - \$ 5,000-Medical Expense

- 2.7.3 The State shall be named as an additional insured on the policies of all property, casualty, liability, and other type of insurance evidencing this coverage (Workman's Compensation excepted). Certificates of insurance evidencing this coverage shall be provided prior to the commencement of any activities under the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Procurement Officer, by certified mail, not less than thirty (30) days advance notice of any non-renewal, the Master Contractor must provide the State with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect. All insurance policies must be with a company licensed to do business in Maryland.
- 2.7.4 The Master Contractor shall require that any subcontractors that are utilized to fulfill the obligations of any TORFP obtain and maintain similar levels of insurance and shall provide the State with the same documentation as is required of the Master Contractor in any given TORFP.
- 2.7.5 Any TORFP may contain requirements for higher levels of coverage and/or additional types and limits of insurance beyond what is required for Master Contractors under this Section 2.7.

When a specific TORFP has additional insurance requirements the TO Contractor shall maintain the types and minimum limits of insurance specified above in addition to those specified in the applicable TORFP.

2.8 Invoicing

- 2.8.1 All invoices shall be submitted monthly no later than 15 calendar days after the end of the invoice period, unless specified differently in the TORFP/RFR, and include the following information:
- name and address of the State agency being billed,
 - vendor name,
 - remittance address,
 - federal taxpayer identification or (if owned by an individual) his/her social security number,
 - Invoice Period,
 - Invoice Date,
 - Invoice Number,
 - Amount Due,
 - Retainage (if applicable), and
 - Purchase Order Number(s) being billed.

Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Master Contractor provides the required information.

- 2.8.2 The Master Contractor shall submit the invoices to the agency identified in the TORFP/RFR. The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Master Contractor(s), however, is/are not exempt from such sales and use taxes and may be liable for the same.

- 2.8.3 Additional invoicing requirements for T&M, Fixed Price, Business Beneficial and Revenue Neutral will be established in each TORFP/RFR.
- 2.8.4 Material invoices can only be approved for cost. No additional fees or markups shall be allowed. All material invoices must be signed and dated by the Master Contractor and the original suppliers invoice shall be submitted and attached along with the applicable monthly invoice.

2.9 Personnel Qualifications

- 2.9.1 Master Contractors shall only propose staff available at the time and duration of the TORFP/RFR performance period. In response to each TORFP/RFR, Master Contractors shall provide personnel that satisfy the personnel qualifications specified within Section 2.11 for each of the labor categories required under the specific solicitation. In the event that labor categories are not identified in a TORFP, Master Contractors shall provide the appropriate labor categories from those specified in Section 2.11.
- 2.9.2 Specific areas of required expertise may be further defined in a TORFP/RFR. The Master Contractors shall certify that all candidates meet the required qualifications. At the option of the State, Master Contractor personnel may be approved for performance in multiple skill categories for which they are qualified; however, one person shall never perform duties of multiple labor categories at the same time in any given TORFP/RFR performance period.
- 2.9.3 Managers, seniors, and other lead labor categories may serve as a Task Leader on one or more TO Agreement. Task Leaders shall have supervisory or project leader experience. This experience is not in addition to the experience requirements for the skill category.
- 2.9.4 The TORFP will define specific project requirements. The TO Proposal shall clearly identify applicable experiences related to projects and technologies being used.
- 2.9.5 Substitution of Education for Experience. A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State.
- 2.9.6 Substitution of Experience for Education. Substitution of experience for education may be permitted at the discretion of the State.
- 2.9.5 Substitution of Professional Certificates for Experience: Professional certification (e.g., Certified Novell Engineer, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience. The State TO Manager shall approve or disapprove substitutions.
- 2.9.6 Substitution of Personnel.**
- A) Individuals proposed and accepted as personnel for TO Agreements are expected to remain dedicated throughout the TO Agreement commitment. Substitutions will be allowed only when the State TO Manager specifically agrees to the substitution in writing or due to an emergency circumstance as described in Section B) of this Section. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the TO Agreement. The burden of illustrating this comparison shall be the Master Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the total TO Agreement term. If one or more of the personnel are unavailable for work under a TO

Agreement for a continuous period exceeding 15 calendar days, the Master Contractor shall immediately notify the State TO Manager and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification to the State TO Manager. All substitutions shall be made in accordance with this provision.

- B) During the performance period for a TO Agreement, no substitutions of personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the State TO Manager. In any of these events, the Master Contractor shall promptly notify the State TO Manager and provide the information required by paragraph C). All proposed substitutions of personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the State TO Manager, with the information required in paragraph C). The State TO Manager must agree to the substitution in writing before such substitution shall become effective.
- C) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see paragraph D), and any other information requested by the State TO Manager to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for personnel; the burden of illustrating this comparison shall be the Master Contractor's.
- D) Resumes shall be signed by all substituting individuals and their formal supervisor, and the official resume of the previous employee shall be provided for comparison purposes.

2.10 Labor Categories and Qualifications

The following section describes the labor categories to be provided under the RFP.

1. Program Manager

Duties: The Program Manager is the contractor's manager for the Contract, and serves as the single point of contact for the Master Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree and/or project management certification is preferred.

General Experience: At least twelve (12) years of experience in program or project management.

Specialized Experience: At least eight (8) years of experience in supervision or oversight of IT related programs or projects.

2. Project Manager

Duties: The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree or project management certification is preferred.

General Experience: At least five (5) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

3. Senior Subject Matter Expert

Duties: The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas. Defines requirements, performs analyses, and develops plans and requirements for systems.

Education: Bachelor's Degree from an accredited college or university in the specific discipline required by the State. A Master's Degree or Ph.D. Degree is preferred.

General Experience: At least twelve (12) years of relevant industry experience in the discipline is required.

Specialized Experience: At least ten (10) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

4. Subject Matter Expert

Duties: Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have seven (7) years of experience.

Specialized Experience: At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

5. Senior Computer Software/Integration Analyst

Duties: Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: At least five (5) years of experience as a Computer Systems Analysts.

6. Senior Computer Specialist

Duties: Must be able to determine costs for converting computer systems from one language or machine to another by using compilers, simulators, emulators, and/or language translators and to recommend better utilization of operating systems capabilities for improving system efficiency. Develops, manages, maintains, and evaluates current state-of-the-art computer hardware, software, and software development tools; evaluates their ability to support specific requirements and interface with other equipment and systems; determines potential and actual bottlenecks and proposes recommendations for their elimination; and makes recommendations for system improvements that will result in optimal hardware and software use.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 8 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least 5 years of experience either as a computer hardware or systems software specialist or as a systems analyst with duties relating to the evaluation of third and fourth generation of current state-of-the-art computer hardware and software and its ability to support specific requirements for hardware and software evaluation, system management, or large-scale system development and maintenance.

7. Computer Specialist

Duties: Must be able to determine costs for converting computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators and recommend better utilization of operating systems capabilities to improve system efficiency. Must be able to develop, manage, maintain, and evaluate state-of-the-art computer hardware, software, and software development tools; evaluate their ability to support specific requirements and interface with other equipment and systems; determine potential and actual bottlenecks; propose recommendations for their elimination; and make recommendations for systems improvements that will result in optimal hardware and software usage.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of computer experience in at least two (2) of the following disciplines: systems analysis, systems programming, application programming, or equipment analysis.

Specialized Experience: At least three (3) years of experience as either a computer hardware and/or systems software specialist, or as a systems analyst with duties relating to the evaluation of third- and fourth-generation or state-of-the-art computer hardware and software and its ability to support specific requirements for systems management or large-scale system development and maintenance.

8. Senior Computer Systems Analyst

Duties: Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards and for progress in accordance with schedules. Must be able to coordinate with the Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have eight (8) years of computer experience working independently or under general direction on complex application problems involving all phases of systems analysis.

Specialized Experience: At least five (5) years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in Database Management Systems (DOITS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

9. Junior Computer Systems Analyst

Duties: Develops requirements for information systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems. Assists senior computer systems analyst in preparing input and test data for the proposed system.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years of computer experience in assignments of a technical nature working under close supervision and direction.

Specialized Experience: At least one (1) year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one (1) year of design and programming of moderately complex IT systems.

10. Applications Programmer

Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience as an application programmer on large-scale DOITS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

11. Applications Development Expert

Duties: Provides design recommendations based on long-term IT organization strategy. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Uses a variety of platforms to provide automated systems applications to customers. Provides expertise regarding the integration of applications across the business. Determines specifications, then plans, designs, and develops the most complex and business critical software solutions, utilizing appropriate software engineering processes – either individually or in concert with a project team. Will assist in the most difficult support problems.

Develops programming and development standards and procedures as well as programming architectures for code reuse. Has in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs. Understands and consistently applies the attributes and processes of current application development methodologies. Researches and maintains knowledge in emerging technologies and possible application to the business. Viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. Acts as an internal consultant, advocate, mentor and change agent.

Education: Preference for a Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least seven (7) years of IT and business/industry work experience.

Specialized Experience: At least three (3) years as Technical expert in IT organization. Coaches and mentors more junior technical staff. Provides technical input into the most complex and high impact IT decisions. Accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers.

12. Senior Computer Systems Programmer

Duties: Create and/or maintain operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. Modify existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have twelve (12) years of computer experience in information systems design.

Specialized Experience: At least ten (10) years of experience in IT systems analysis and programming.

13. Computer Systems Programmer

Duties: Create and/or maintain operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. Modify existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience in IT systems analysis and programming.

14. Senior Computer Programmer

Duties: Must be capable of utilizing third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have eight (8) years of programming experience in software development or maintenance.

Specialized Experience: At least five (5) years of experience in IT systems analysis and programming.

15. Junior Computer Programmer

Duties: Must be capable of translating detail program flowcharts into program-coded instructions used by third- and fourth-generation, or current state-of-the-art computers.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years of computer programming experience.

Specialized Experience: None.

16. Advanced Technology Senior Application Developer

Duties: Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or five (5) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least one (1) year of experience developing applications using advanced technologies, including Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

17. Advanced Technology Application Developer

Duties: Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have two (2) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and equipment analysis.

Specialized Experience: At least one (1) year of experience developing applications using advanced technologies, such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

18. Senior Information Engineer

Duties: Develops analytical and computational techniques and methodology for problem solutions. Performs process and data modeling in support of the planning and analysis efforts using manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools. Must be capable of applying business process improvement practices to modernization projects. Applies, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization wide information models for use in designing and building integrated, shared software and DOITS.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have eight (8) years of experience in managing the implementation of information engineering projects and experience in systems analysis, design and programming using CASE and IE tools and methods.

Specialized Experience: At least five (5) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation.

19. Information Engineer

Duties: Must be capable of applying a business wide set of disciplines for planning, analysis, design, construction, and maintenance of information systems on a business-wide basis or across a major sector of the business. Must be capable of performing business strategic systems planning, information planning, and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools, such as I-CASE tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience in engineering, systems analysis, design, and programming.

Specialized Experience: At least two (2) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation.

20. Senior IT Professional

Duties: Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services. Project Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews) Accountabilities include coordinating input from various IT departments to develop recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, Mathematics or a related technical or business field. A Master's degree is preferred.

General Experience: At least eight (8) years of relevant industry experience in the discipline required.

21. Database Manager

Duties: Must be capable of managing the development of database projects. Must be able to plan and budget staff and data resources. Supports application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocates resources to maximize benefits. Must be able to prepare and deliver presentations on DOITS concepts. Provides daily supervision and direction to support staff. Monitors performance and evaluates areas to improve efficiency.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: At least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

22. Senior Database Management Specialist

Duties: Must be capable of providing highly technical expertise and support in the use of DOITS. Must be able to evaluate and recommend available DOITS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DOITS applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or

three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have six (6) years experience in DOITS systems analysis and programming.

Specialized Experience: At least three (3) years of experience in using current DOITS technologies, application design utilizing various database management systems and experience with DOITS internals.

23. Junior Database Management Specialist

Duties: Must be capable of providing highly technical expertise and support in the use of DOITS. Must be able to evaluate and recommend available DOITS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DOITS applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years experience in DOITS systems analysis and programming.

Specialized Experience: At least one (1) years of experience in using current DOITS technologies, application design utilizing various database management systems and experience with DOITS internals.

24. Quality Assurance Manager

Duties: Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Conducts formal and informal reviews at predetermined points throughout the development life cycle.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have six (6) years of experience in quality assurance and quality control.

Specialized Experience: At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment.

25. Senior Quality Assurance Consultant

Duties: Provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management. Establish capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement. Provides strategic quality plans in targeted areas of the organization. Provides QA strategies to ensure continuous production of products consistent with established industry

standards, government regulations and customer requirements. Develops and implements life cycle and QA methodologies and educates, and implements QA metrics.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline. A Master's degree preferred.

General Experience: At least eight (8) years information systems quality assurance experience.

Specialized Experience: At least five (5) years experience working with statistical methods and quality standards. Must have good QA/process knowledge and possess superior written and verbal communication skills.

26. Quality Assurance Specialist

Duties: Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality. Examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications. Develops quality standards.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience working with quality control methods and tools.

Specialized Experience: At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

27. Testing Specialist

Duties: Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in computer software development.

Specialized Experience: At least 2 years of software testing experience (integration and acceptance).

28. Training Specialist/Instructor

Duties: Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Education: A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in information systems development, training, or related fields.

Specialized Experience: At least 2 years of experience in developing and providing IT and end user training on computer hardware and application software.

29. Senior Systems Engineer

Duties: Must be able to analyze information requirements. Must be able to evaluate problems in workflow, organization, and planning. Develops appropriate corrective action. Provides daily supervision and direction to staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have six (6) years of experience in systems engineering.

Specialized Experience: At least three (3) years of experience in the supervision of system engineers, and demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

30. Systems Engineer

Duties: Must be capable of analyzing information requirements. Evaluates system problems of workflow, organization, and planning. Develops appropriate corrective action.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years of experience in systems engineering.

Specialized Experience: At least one (1) year of experience in analytical problem solving of workflow, organization and planning.

31. Software Engineer

Duties: Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years of experience as a software engineer.

Specialized Experience: At least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with DOITS.

32. Senior Interdisciplinary Engineer

Duties: Must have demonstrated ability to perform senior level engineering and/or IT tasks in the disparate areas of software, electronics telecommunications, or networking. Must be capable of translating mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Must be able to define interaction with and/or interface between these different categories of requirements and to develop the appropriate design to support these requirements while employing methodologies from any of the above disciplines as required. Must be able to serve as a liaison to interpret and translate among the various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have eight (8) years of experience in technical work in the major areas of system management and system integration.

Specialized Experience: At least five (5) years of experience in specialized IT and telecommunications disciplines involving system interfaces, system integration and network development, and/or integration involving a wide range of network, hardware, and software solutions. At least 3 years in operating systems software, electronic communications analysis and design, or networking.

33. Interdisciplinary Engineer

Duties: Must be capable of translating mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Must be able to define interaction and interface among different categories of requirements, and develop appropriate design to support the requirements while employing IT methodologies. Must be able to serve as a liaison to interpret and translate various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience in technical work in the areas of system management and system integration.

Specialized Experience: At least three (3) years experience in IT disciplines involving operating systems software, electronics communications analysis and design, system interface, systems integration, and mechanical or civil engineering.

34. Computer Operations Center Specialist

Duties: Establishes detailed schedules for utilization of all equipment in the computer operations center to obtain maximum usage. Consults with personnel in other data processing sections to coordinate activities, and prepare activity and progress reports regarding the computer operations center. Evaluates production, equipment and personnel costs. Analyzes and interprets technical data processing data. Communicates technical data processing information effectively both orally and in writing. Applies applicable rules, regulations, policies and procedures of the computer operations center.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of five (5) years of experience.

Specialized Experience: At least three (3) years of specialized experience working in a computer operations center. Ability to function in a multi-system and/or multi-application environment. Ability to operate and monitor multiple terminals. Knowledge of data processing operations, equipment, procedures, and workflow. Knowledge of environmental requirements of mainframes, servers and other hardware. Knowledge of emergency security procedures for a computer operations center.

35. Computer Operations Research Analyst

Duties: Performs technical work in the operation of electronic computers and auxiliary peripheral equipment. Collates information into meaningful reports and presentation material. Maintains any technical information in a systems library. Applies principles and methods to obtain maximum utilization of computer equipment. Operates and cares for electronic computer and peripheral equipment.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: A minimum of one (1) year of work experience in a business environment.

Specialized Experience: At least one (1) year of demonstrated experience working in a computer operations center. Ability to function in a multi-system and/or multi-application environment. Ability to follow complex oral and written instruction. Ability to operate and monitor multiple terminals.

36. Senior Operations Research Analyst

Duties: Conducts investment analyses or other complex operational analyses. Provides expertise and supports evaluations of program results and potential changes to program results related to IT investments along with an analysis and presentations of alternatives. Provides operational analyses support to all phases of the life cycle of an information system. Conducts operational analyses of existing systems using performance measures, criteria, and standards to determine requirements for needed changes. Evaluates, selects, and uses the tools of modern operations research (such as commercially available decision and analytical support software tools) to conduct analyses of projected changes to system or program performance. Supports architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses.

Education: Bachelor's Degree from an accredited college or university in a related field, with at least 24 semester hours in a combination of mathematics, probability, statistics and logic. Master's degree preferred.

General Experience: Must have eight (8) years experience in operations research.

Specialized Experience: At least five (5) years experience in conducting quantitative analysis using operations research tools, econometrics, or other quantitative techniques.

37. Senior Systems Analyst

Duties: Serves as a computer systems expert on assignments that typically involve establishing automated systems, where concern is with overall life cycle structure; and conducts feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.

Education: Bachelor's Degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field. A Master's Degree in a related field of information technology is preferred.

General Experience: A minimum of eight (8) years of experience in information technology systems analysis.

Specialized Experience: At least five (5) years of the experience in the design of business applications on complex IT systems. Requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

38. Senior Information Technology Architect

Duties: Provides expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. Provides expertise in modeling and organizing information to facilitate support of projects or information architectures. Provides guidance on how and what to data and process model. Primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

Education: Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.

General Experience: At least ten (10) years experience planning, designing, building, and implementing IT systems.

Specialized Experience: At least five (5) years of the required 10 years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

39. Senior Information Technology Planner

Duties: Provides planning services for a wide range of programs and projects including design, development, implementation, post-implementation and maintenance of the systems. Provides SWOT analyses, critical success factor analyses, strategic business planning, strategic information systems planning, value chain analyses, e-business assessments, and other techniques used to establish strategic plans. Provides expertise in conducting research, evaluations, and studies required to develop both short-term and long-term plans. Provides plans, designs, concepts, and develops both general and specific program and project strategies for linking proposed investments in IT to business results. Provides planning, scheduling, networking and coordination assistance among State organizations involved in implementation and integration efforts. Identifies problems and recommends solutions.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Planning or other related scientific or technical discipline. A Master's degree is preferred.

General Experience: At least ten (10) years progressive experience as an IT planner - or involved in planning type functions.

Specialized Experience: At least six (6) years of experience in planning, analyses, design, development, implementation and post-implementation of IT projects or systems.

40. Senior Application Architect

Duties: Manages major projects that involve providing professional support services and/or the integration, implementation and transition of large, complex systems. Provides design and development of e-government solutions, and is responsible for technical design and implementation of the architecture. Designs, develops and maintains infrastructure and backend applications. Provides expertise on defining the role of broadband and wireless applications. Provides definition of current State architecture blueprints. Provides expertise with web servers, gateways, and application servers and content management systems. Provides experience in web application technologies and middleware solutions. Researches new technologies and products for their applicability to business processes. Must be able to compare various solutions and determine the most suitable. Ensures that development efforts are well planned and in agreement with standards.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Mathematics or other related scientific or technical discipline. Master's degree preferred.

General Experience: At least ten (10) years of experience planning, designing, building, and implementing IT application systems. Must have led or been chief architect in a major IT applications implementation effort. Must have a strong background in software engineering principles and techniques.

Specialized Experience: At least six (6) years of experience in designing medium to large-scale sites and management of at least five Internet projects.

41. Senior Computer Operator

Education: A high school diploma or equivalent. An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline is preferred. An Associate's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Seven years experience in a computer-related field.

Specialized Experience: Five years experience administering multi-user, shared processor systems.

42. Computer Operator

Education: A high school diploma or equivalent. An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline is preferred. An Associate's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Five years experience in a computer-related field.

Specialized Experience: Three years experience administering multi-user, shared processor systems.

43. Office Automation Specialist

Duties: Specialized data entry work, operating specialized data entry equipment in a high production and closely monitored work environment. Responsible for key entering data from a variety of source documents with specific standards maintained for speed and accuracy.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of five (5) years of experience data entry work and equipment.

Specialized Experience: At least three (3) years of specialized experience in the operation of specialized data entry equipment.

44. Help Desk Manager

Duties: Provides daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of email, directories, standard Windows desktop applications, and other network services. Manages personnel who serve as the first point of contact for troubleshooting hardware and software PC and printer problems.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of seven (7) years of experience in the management of a Help Desk. General experience includes information systems development, network and other work in the client/server field, or related fields.

Specialized Experience: At least five (5) years of specialized experience includes management of help desks in a multiserver environment, comprehensive knowledge of PC operating systems (e.g., DOS, Windows), networking and mail standards, and supervision of help desk employees. Demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

45. Senior Help Desk Specialist

Duties: Provides telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: This position requires a minimum of seven (7) years of experience in a business IT environment with emphasis on PC computer hardware and applications. General experience includes, but is not limited to: information systems development, work in the client/server field, or related fields.

Specialized Experience: At least five (5) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. Demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

46. Junior Help Desk Specialist

Duties: Provides telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: This position requires a minimum of five (5) years of experience in business IT environments with emphasis on PC hardware and applications. General experience includes information systems development, work in the client/server field, or related fields.

Specialized Experience: At least two (2) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. Demonstrated ability to communicate orally and in writing and to have a positive customer service attitude.

47. Systems Administrator

Duties: Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: Two years experience in a computer-related field.

Specialized Experience: One year experience administering multi-user, shared processor systems and data communications networks.

48. Senior Computer Security Systems Specialist

Duties: Analyzes and defines security requirements for Multilevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily supervision and direction to staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of eight (8) years of experience in analysis and definition of security requirements.

Specialized Experience: At least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

49. Computer Security Systems Specialist

Duties: Analyzes and defines security requirements for MLS issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily direction to staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or four (4) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of six (6) years of experience in analysis and definition of security requirements.

Specialized Experience: At least four (4) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

50. Data Security Specialist

Duties: Responsible for the planning, design, implementation and monitoring of security measures, policies, methods and procedures which safeguard the integrity of and access to enterprise systems, files and data elements. Responsible for acting on security violations. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies. Recognizes and identifies potential areas where existing data security policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion. Provides management with risk assessments and security briefings to advise them of critical issues that may affect customer, or corporate security objectives.

Education: Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least four (4) years of experience in data security.

Specialized Experience: Has worked independently or as part of a team under general supervision and coached more junior technical staff.

51. System Security Specialist

Duties: Provides expert-level advice, analysis, and functional expertise to tasks. Demonstrates exceptional oral and written communication skills. Reviews requirements and task documentation for accuracy and applicability.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of twelve (12) years of experience in system security.

Specialized Experience: At least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

52. INFOSEC Engineer

Duties: Analyzes and defines security requirements for information protection. Defines and develops security policies. Analyzes the sensitivity of information, performs vulnerability and risk assessments on the basis of defined sensitivity and information flow.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of eight (8) years of experience in information protection.

Specialized Experience: At least five (5) years of experience in defining security programs or processes for the protection of sensitive or classified information.

53. System Security Research Analyst

Duties: Gathers, analyzes, and composes technical information. Conducts research in one or more security disciplines and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

Education: A Bachelor's degree from an accredited college or university in a related field or high school diploma with additional experience. A Bachelor's degree is preferred.

General Experience: This position requires no experience if a B.A. or B.S. Degree has been obtained. If only a high school diploma has been obtained, a minimum of two (2) years of system security experience is required.

Specialized Experience: If a B.A. or B.S. Degree has been obtained, a minimum of one (1) year of experience is required in researching information using technical documentation, library resources, and the Internet.

54. Research Analyst

Duties: Analyzes existing and potential product and service information, prospective customers and markets. Collates information into meaningful reports and presentation material. Maintains any technical information in a systems library.

Education: High School Diploma or Associate's Degree in Business, or related field. A Bachelor's degree is preferred.

General Experience: A minimum of one (1) year of work experience in a business environment.

Specialized Experience: At least one (1) year of demonstrated experience word processing, using electronic spreadsheets and other administrative software products. General knowledge of governmental documents and procedures.

55. Documentation Specialist

Duties: Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation.

Education: Associate's Degree in related field. A Bachelor's degree is preferred.

General Experience: Must have four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.

Specialized Experience: A minimum of two (2) years of experience in preparing technical documentation, which is to include researching for applicable standards.

56. Technical Writer/Editor

Duties: Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.

Education: Associate's Degree in related field. A Bachelor's degree is preferred.

General Experience: A minimum of five (5) years of experience in this area.

Specialized Experience: At least two (2) years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

57. Project Control Specialist

Duties: Monitors financial and/or administrative aspects of assigned Contracts and deliverables. Tracks and validates all client financial information, establishes and maintains master Contract files, prepares and monitors status of all deliverables and tracks the value of Contracts. Uses automated systems to track deliverables, financial transactions, and management information.

Education: High School Diploma or equivalent. A Bachelor's degree is preferred.

General Experience: Must have three (3) years of experience working with monitoring systems. Familiar with manpower and resource planning, preparing financial reports and presentations, and cost reporting Contract guidelines.

Specialized Experience: Preparation and analysis of financial statements, development of project schedules, using cost-accounting and labor-reporting systems, working knowledge of Contract and subcontract management. Proficient in the use of spreadsheets and project management tools.

58. Program Administration Specialist

Duties: Assists in the preparation of management plans and various customer reports. Coordinates schedules to facilitate the completion of TO and change proposals, Contract deliverables, TO reviews, briefings and presentations. Performs analysis, development, and review of program administrative operating plans and procedures.

Education: High school diploma or equivalent. A Bachelor's degree is preferred.

General Experience: Must have three (3) years of experience working with project management tools and reporting systems. Familiar with government contracts, work breakdown structures, management/business plans, and program reporting.

Specialized Experience: At least two (2) years of direct program experience in Contract administration and preparing management reports. Has worked in support of a Program Manager on a government Contract.

59. Internet/Intranet Site Developer Senior

Duties: Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the site development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.

Specialized Experience: At least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

60. Internet/Intranet Site Developer Junior

Duties: Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the development process.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have one (1) year of web development experience using current Web development and graphic tools, as well as, Web server and database administration.

Specialized Experience: At least one (1) year of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

61. Internet/Web Architect

Duties: Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process. Provides appropriate documentation for object design decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned.

Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

Education: Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: At least five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff. Technical expert in IT organization. Provides input into highly complex and high impacting decisions as it relates to area of expertise.

62. Computer Graphics Illustrator

Duties: Duties will include recommending various methods of portraying ideas and the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines. Must possess skill in the preparation of graphs, charts and text data for visual presentations. Duties will be performed using complex automated color graphic equipment and PC software packages. A basic knowledge of graphic equipment, graphic software, file formats and graphic terms is required.

Education: High school diploma or equivalent. An additional year of specialized experience may be substituted for the required education.

Total Experience: Three years experience in creating and generating graphics using computer graphics software.

63. Senior Systems Architect

Duties: Responsible for developing business, data, systems, and infrastructure models to develop enterprise architectures. Develops plans for migrating architectures. Develops technical reference models to include hardware/software standards. Engineer's integrated hardware and software solutions to meet mission requirements.

Education: Bachelor's Degree from an accredited college or university in Computer Science, Information Systems or related field or three (3) years of equivalent experience in a related field. A Master's Degree in information technology is a plus.

General Experience: Experience performing architecture related work on at least five (5) IT systems.

Specialized Experience: Experience performing a significant role in all aspects of architecture related work on at least two (2) large IT systems.

64. Systems Design Architect

Duties: Must be able to lead team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Responsible for gathering and defining the architecture requirements and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have six (6) years of experience planning, designing, building, and implementing mid-range IT systems.

Specialized Experience: At least four (4) years of experience developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Demonstrated ability to develop and execute architecture strategies and to perform feasibility studies and integration analyses. Experience supervising and providing guidance in implementing various mid-range architectures and supporting implementation of large-scale applications.

65. Systems Design Engineer

Duties: Must be able to perform design of information systems, including the design of the application architecture, database, and interfaces. Responsible for gathering and analyzing user requirements and translating them into system designs.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have six (6) years of experience planning, designing, building, and implementing IT systems. Familiar with Capability Maturity Model compliant structured methodology.

Specialized Experience: At least four (4) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques. Demonstrated ability to develop and execute system designs, ensure implementation of repeatable processes, and ensure compliance with Capability Maturity Model (CMM) methodology.

66. Senior Cost Accountant

Duties: Provides cost estimating and financial management support, including all activities, which occur during the life cycle of an information technology application or system. Conducts investment analyses or other complex operational analyses. Provides expertise and support in conducting a full range of investment analyses activities, including market surveys, cost analyses, benefits analyses, risk analyses, economic analyses, requirements definitions, schedule development, and tradeoff studies. Supports architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses. Conducts analytical studies involving complex technical analyses, schedule constraints, and system benefits and system cost factors. Identifies cost accounting or financial problems and recommends solutions. Presents plans, analyses, and other advice within functional areas.

Education: Bachelor's Degree from an accredited college or university in Economics, Business, Accounting, Finance, or related discipline. A Master's degree and CPA are preferred.

General Experience: A minimum of eight (8) years relevant experience as a cost analyst or involved in analysis in business-related subject areas such as accounting, finance or economics.

Specialized Experience: At least five (5) years experience in financial cost accounting with demonstrated success in analyzing information systems.

67. Senior Financial Analyst

Duties: Provides financial management planning and execution support. Has knowledge of theories, principles and practices of financial management, including time value analyses, cash flow analyses and cost/benefit and return on investment analyses. Conducts investment analyses or other complex operational analyses. Provides expertise and support in conducting a full range of investment analyses activities, including market surveys, cost analyses, benefits analyses, risk analyses, economic analyses, requirements definitions, schedule development, and tradeoff studies. Supports architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses. Classifies and summarizes financial data for the preparation and submission of reports on a recurring basis. Must be able to apply financial analysis to information systems issues.

Education: Bachelor's Degree from an accredited college or university in Economics, Business, Accounting, Finance, or related discipline. A Master's degree and CPA are preferred.

General Experience: At least eight (8) years progressive experience as an analyst or involved in analyst type functions in a business related subject area such as accounting, finance or economics.

Specialized Experience: At least five (5) years of financial management experience with demonstrated ability in analyzing information systems.

68. Financial Analyst

Duties: Must be able to clearly define government financial business practices and Electronic Commerce/Electronic Data Interchange (EC/EDI) opportunities, and incorporate the defined processes into an automated solution that includes relational databases and distributed systems for integration into the government financial business system. Identifies potential problems and solutions through analysis identifying recommended solutions. Must be able to work with functional specialists, automation specialists, Master Contractors, vendors, and customers to effectively automate the customer's requirements into an automated application. Acts as a focal point to coordinate all disciplines in the recommended solution. Must be able to communicate with both IT and financial oriented individuals to document the flow, recommend opportunities, impact recommendations, and serve as the liaison between the financial specialist and automation specialist that do not have both disciplines. Must be able to apply state-of-the-art applications that will effectively automate financial applications in the most effective manner while adhering to the established Accounting Principals and Practices.

Education: A Bachelor's Degree from an accredited college or university with a major in Finance, Business, or other related technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of financial management experience.

Specialized Experience: At least three (3) years of experience in financial management with demonstrated ability in analyzing, designing, and developing automated applications for unique business practices in a fee-for-service environment.

69. Senior IT Auditor

Duties: Identifies information processing and technology risks. Evaluates controls and makes recommendations. Identifies problems and recommends solutions. Reviews the installation and security related controls for a wide variety of computing platforms, including operating systems, sub-systems, databases and software products used to support the processing environment. Prepares and performs audit tests and evaluates results. Provides documentation of audit tests to facilitate efficient and effective reviews.

Education: CPA required. Bachelor's Degree from an accredited college or university in Accounting, Finance, Business, Computer Science, Information Systems, or related field.

General Experience: At least ten (10) years auditing experience.

Specialized Experience: At least seven (7) years of experience in IT audits. Proficient in generally accepted IT standards, statements and practices and IT security and control practices.

70. Senior Auditor

Duties: Provides third party reviews, ratings and evaluations of IT vendors. Researches corporate philosophy, goals, objectives, and code of ethics and business practices. Provides financial status including, but not limited to: assets, liabilities, operating capital, cash flow, and insurance coverage. Provides financial reports and annual reports. Provides ranking among peers in the IT industry and reputation in the IT industry. Researches customer satisfaction levels and strengths and weaknesses. Provides costing estimations and personnel qualifications and performance ratings. Researches project management results and performance records. Provides legal history and overall performance.

Education: Bachelor's Degree from an accredited college or university in Accounting, Finance, Business or a related field. A CPA is preferred.

General Experience: At least ten (10) years of auditing experience.

Specialized Experience: At least five (5) years experience as an auditor in auditing IT vendors.

71. Senior Risk Assessment Consultant

Duties: Manages the identification and reporting on risk assessments and updates evaluations in order to determine and forecast operational needs and changes. Provides presentations on reporting and operational enhancements and metrics with special focus on variance analysis. Establish risk management policies and procedures, and guidelines on risk limits. Provides fraud expertise on services to internal and external customers. Develops system enhancements and meaningful reporting and operational management reporting tools and web-based tools and programs to manage, prevent, and mitigate risks. Identifies problems and recommends solutions to risk assessments.

Education: Bachelor's Degree from an accredited college or university in a related field. A Master's degree preferred.

General Experience: At least ten (10) years of risk assessment experience.

Specialized Experience: At least six (6) years of experience in IT risk assessment.

72. Senior Business Process Consultant

Duties: Develops business requirements and business processes re-engineering methodologies. Solves application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across business units and across IT functions. Resolves problems and improves business units' technical environments.

Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.

General Experience: At least eight (8) years experience in business process re-engineering.

Specialized Experience: At least five (5) years of experience in reengineering large scale business processes.

73. Senior Group Facilitator

Duties: Provides assistance in the group decision-making process by intervening to help a group improve its effectiveness and efficiency through enhanced problem identification, problem solutions and decision-making skills. Takes primary responsibility for managing the group process and assists groups to be more effective by improving existing group practices. Guides groups through proven processes and understands basic group dynamics and interrelationships. Intervenes when it is evident that the group process or other factors interfere with a group's ability to accomplish specific goals and objectives.

Education: Bachelor's Degree from an accredited college or university in Education, the Social Sciences, Human Resources, Business or a related field.

General Experience: At least five (5) years of experience as a group facilitator.

Specialized Experience: At least three (3) years of experience as a group facilitator involving technical projects.

74. Senior Marketing Consultant

Duties: Develops marketing strategies for publications of State agencies' technology results and achievements. Develops marketing plans and recommends marketing strategies and measurements for the success of the marketing strategies. Provides survey results for State agencies on IT topics, completes applications for IT awards and develops periodic reports of IT accomplishments, including annual reports or other marketing-related documents.

Education: Bachelor's Degree from an accredited college or university in Marketing, Business, Communications or other related discipline. A Master's degree is preferred.

General Experience: At least eight (8) years of marketing or communications experience.

Specialized Experience: At least five (5) years of experience in technology marketing or a related field.

75. Senior Market Research Consultant

Duties: Develops marketing and promotion strategies and tactics. Evaluates concepts for advertising campaigns. Develops and manages qualitative market research studies and develops reports. Analyses web

site traffic and develops quantitative reports. Reviews marketing campaigns and their impact on web site audience behavior. Develops online survey questionnaires and launches surveys. Performs statistical analyses of responses to online surveys. Conducts various Internet analyses. Develops methodologies for optimum study results.

Education: Bachelor's Degree from an accredited college or university in Marketing, Business, or Statistics. An MBA or Master's Degree in Marketing is preferred.

General Experience: At least eight (8) years of marketing research experience.

Specialized Experience: At least five (5) years of experience in technology marketing or a related field.

76. Senior Telecommunications Engineer

Duties: Provides engineering and technical support for Statewide telecommunications projects and services. Provides designs and applications to insure overall technical integrity. Provides high-level planning for the systems used by telecommunications organizations. Performs process and data modeling for the planning and analyses of automated tools. Provides technical expertise and guidance in engineering techniques and automated support tools. Provides assistance with planning, design, cost/benefit analyses, assessment of configurations and performance measurements, development, implementation and recommendations for staffing levels for telecommunications systems and processes.

Education: Bachelor's Degree from an accredited college or university in Engineering, Telecommunications, Computer Science, Information Systems or other related scientific or technical discipline. A Master's degree is preferred.

General Experience: At least ten years of telecommunications experience.

Specialized Experience: At least six (6) of experience in commercial and long distance network architectural design and engineering.

77. Telecommunications Engineer

Duties: Responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecom function (e.g., network design, engineering, implementation, diagnostics or operations/user support). Performs complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote locations.

The scope of responsibility for this position includes, but is not limited to, the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network components to provide a secure, high performance network. Duties also entail quality assurance and testing of transmission mediums and infrastructure components.

Education: Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

General Experience: Three (3) to five (5) years of IT work experience.

Specialized Experience: Has worked independently or as a part of a team under general supervision and coached more junior technical staff.

78. Senior Telecommunications Consultant

Duties: Identifies problems and recommends solutions for telecommunications organizations. Performs process and data modeling in support of the planning and analyses for using automated tools. Evaluates controls and makes recommendations. Provides planning, analyses, strategic planning, design, development, implementation and post-implementation for telecommunications projects.

Education: Bachelor's Degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems, Engineering or a related field. Master's degree preferred.

General Experience: At least ten (10) years telecommunications experience.

Specialized Experience: At least seven (7) years experience as a consultant or engineer in the telecommunications field in the private or public sector.

79. Telecommunications Systems Analyst

Duties: Must be capable of planning, analysis, design, development, and maintenance of operations support systems used by telecommunications organizations. Must be capable of performing business systems planning, information planning, and analysis in support of telecommunications support functions, including billing, trouble ticket management, service order entry, and/or configuration management. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools. Provides technical guidance in software engineering techniques and automated support tools.

Education: A Bachelor's Degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of experience in engineering, systems analysis, design and programming.

Specialized Experience: At least two (2) years of experience in functional and data requirement analysis, systems analysis and design, programming, program design of billing, trouble ticket management, service order entry, and/or configuration management systems supporting operations of large telecommunications support organizations.

80. Network Manager

Duties: Performs a variety of network management functions in support of MIS services related to the operation, performance, or availability of data communications networks. Modifies command language programs, network start up files, assigns/re-assigns network device logical, analyzes network performance and recommends adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks. LAN/WAN consultant skilled in network analysis, integration and tuning. Experience with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products. Knowledge of Ethernet, FDDI and high speed WANs, routers, bridges, and switches. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Working knowledge of network operating systems. Conducts

load balancing efforts to achieve optimum device utilization and network performance. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Coordinates with communications engineering to resolve hardware problems. Works with customer and operations staff in scheduling preventative and emergency maintenance activities.

Education and Other Requirements: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor. An additional year of specialized experience may be substituted for the required education.

General Experience: Twelve years experience in a computer-related field.

Specialized Experience: Ten years experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, or have data communication equipment installation and maintenance. Knowledge of cable including FDDI, FOIRL, and 10Base T. Particularly desirable is experience working with IBM's SNA with knowledge of the MVS operating system and SNA protocols.

81. Senior Network Engineer

Duties: Responsible for the design and implementation of large data communications or telecommunications networks. Plans and monitors the installation of communications circuits. Manage and monitor local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways) Conducts short and long-term plan to meet c communications requirements. Responsible for the design and implementation of LANs/WANs using hub switching and router technology. Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Prepares tradeoff studies and evaluations for vendor equipment. Generates network monitoring/performance report, for LAN/WAN utilization studies. Recommends network design changes/enhancements for improved system availability and performance.

Education: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor. An additional year of specialized experience may be substituted for the required education.

General Experience: Nine years experience in a computer-related field.

Specialized Experience: Seven years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. Must have experience with network analysis/management tools and techniques and be familiar with Personal Computers (PCs) in a client/server environment. Must be familiar with IT technology and long distance and local carrier management.

82. Junior Network Engineer

Duties: Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.

Education: A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline. An additional year of specialized experience may be substituted for the required education.

General Experience: Five years experience in a computer-related field.

Specialized Experience: Three years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks.

83. Network Administrator

Duties: Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Experience with cable/LAN meters, protocol analyzers, SNMP and RMON based software products. Knowledge of Ethernet, FDDI and high speed WANs and routers. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Advanced knowledge of network operating systems. Modifies command language programs, network start up files, assigns/reassigns network device logicals, participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Establishes new user accounts on the network granting access to required network files and programs. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Troubleshoots network/user problems, presents resolutions for implementation. Prepares a variety of network resource reports.

Education and other Requirements: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field, or two years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, should be certified as a network administrator for a specific network operating system as defined in the State task request. Certification criteria is determined by the network operating system vendor. An additional year of specialized experience may be substituted for the required education.

General Experience: Two years experience in a computer-related field.

Specialized Experience: One year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

84. Senior Network Technician

Duties: Adds or exchanges externally connected PC accessories and data communications equipment. Troubleshoots LANs/WANs and provides problem resolution for PC and data communications hardware. Adds or replaces boards, batteries, disks drives, and other PC components. Installs cabling for networks such as LANs and WANs. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment. Works independently, may provide supervision and guidance to 2 or more network technicians.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical school certificate of completion in the data communications field including cable installation; or the equivalent military training. An additional year of specialized experience may be substituted for the required education.

General Experience: Seven years experience in a computer-related field.

Specialized Experience: Five years experience in the following areas: Installation, operation, and maintenance of data communication networks and devices.

85. Junior Network Technician

Duties: Perform similar duties as directed or instructed by the senior network engineer. Adds or exchanges externally connected PC accessories and data communications equipment including cables, boards, batteries, disks drives, and other PC components. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment.

Education: An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical school certificate of completion in the data communications field including cable installation, or the equivalent military training. An additional year of specialized experience may be substituted for the required education.

General Experience: Three years experience in a computer-related field.

Specialized Experience: A minimum of two years of experiences installing and maintaining shared resources for communication networks and devices.

86. Network Security Engineer

Duties: Designs, develops, engineers, and implements solutions for projects such as biometrics, smart cards, Secure remote access, VPN, Intrusion detection, port scanning, web security and vulnerability assessments and remediation.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: This position requires a minimum of eight years of computer-related experience.

Specialized Experience: At least five years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and security management.

87. Geographic Information Systems (GIS) Technician II

Duties: Performs systems analysis, design, programming, documentation, and implementation of complex GIS applications. Develops logical and physical geo-database designs; implements geo-databases, establishes recovery plans, and monitors geo-database performance. Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing simple spatial analyses and producing reports according to customer specifications. Assist in the development of geographic information systems which may link parcel maps or orthophotos with environmental data, historic data, transportation data and health data to produce maps or quantify information about the impacts of features on parcel ownership. Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes

base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certify changes in boundary lines. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

Education: A Bachelor’s Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 credit hours in courses specifically related to GIS operation/management. A Masters Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 undergraduate credit hours in courses specifically related to GIS operation/management is preferred.

Experience: A minimum of three (3) years of professional experience in GIS, cartography, CADD, or a related field.

88. Geographic Information Systems Technician I

Duties: Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certifies changes in boundary lines.

Education: Bachelor’s degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, Library Science or related field with at least 9 credit hours in courses specifically related to GIS operation/management.

Experience: A minimum of two (2) years of successful experience at the equivalent of the GIS Trainee level.

89. Geographic Information Systems Technician Trainee

Duties: Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certifies changes in boundary lines.

Education: A high school diploma or equivalent.

Experience: One year of professional experience related to GIS, cartography, CADD, or a related field.

90. Geographic Information Systems Analyst

Duties: Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing simple spatial analyses and producing reports according to customer specifications. Assist in the development of geographic information systems which may link parcel maps or orthophotos with environmental data, historic data, transportation data and health data to produce maps or quantify information about the impacts of features on parcel ownership. Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certify changes in boundary lines. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

Education: A Bachelor’s Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 credit hours in courses specifically related to GIS operation/management. A Masters Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least nine undergraduate credit hours in courses specifically related to GIS operation/management is preferred.

Experience: A minimum of two years of professional experience is required in GIS, cartography, CADD, or a related field without an appropriate college degree.

91. Geographic Information Systems Specialist

Duties: Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certify changes in boundary lines. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

Education: Bachelor’s Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 credit hours in courses specifically related to GIS operation/management.

Experience: Two (2) years of professional experience is required in GIS, cartography, CADD, or a related field without the appropriate college degree.

92. Archeologist /Historic Preservation Specialist

Duties: Responsible for conducting Historic Properties Survey investigations, identifying historic properties, evaluate the effects of the undertaking to historic properties. Provide visual impact assessment and expert application of the Criteria of Adverse Effect on historic properties and Rural Historic Landscapes within the Area of Potential Effect.

Education: Bachelor's Degree from an accredited college or university in Architectural History, Art History, Historic Preservation or related field or 5 (five) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Experience performing full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

93. Architectural Historian

Duties: Responsible for conducting Historic Properties Survey investigations, identifying historic properties, evaluate the effects of the undertaking to historic properties. Provide visual impact assessment and expert application of the Criteria of Adverse Effect on historic properties and Rural Historic Landscapes within the Area of Potential Effect.

Education: Bachelor's Degree from an accredited college or university in Architectural History, Art History, Historic Preservation or related field or five (5) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Experience performing full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

94. Wireless Systems Analyst

Duties: Define and develop Key Performance Indicators to measure Quality of Service of wireless voice & data services and end-to-end applications that run on top of wireless data bearers. Design and develop post-processing engines that extract and transform raw low-level performance data into aggregate metrics; automate and parameterize the process for large scale processing in an efficient and timely manner; build-in QC check-points for end-to-end quality verification. Analyze, trouble-shoot, and investigate normal and abnormal use-cases for voice and data services; trace anomalies to corresponding impact on key metrics.

Education: Bachelor's degree in Electrical Engineering, Computer Science, or related discipline is required. Graduate degree in the same is preferred.

General Experience: Minimum of 4 years of direct experience in development for wireless devices or wireless network equipment is required.

Specialized Experience: Detailed in-depth understanding of wireless systems architecture, protocols, and standards is required. Detailed knowledge of key wireless applications and services, including Voice, SMS, MMS, WAP/HTTP, and Push-To-Talk (PTT) is desired. Strong technical ability, communication skills, and ability to quickly learn new technologies are required.

95. Radio Frequency Engineer

Duties: The RF Engineer position is responsible for several components of the new site construction process as well as monitoring and maintaining the performance of existing sites. The components of the new construction process include: creating a search area, selecting a site candidate, filing forms with the FAA and FCC, ordering the necessary site hardware, filing extension agreements with neighboring carriers and frequency / PN planning. This position is also responsible for RF coverage, radio talk-path capacity, and organizing the logistics of cell site additions. The position also assists with budget preparations and performance troubleshooting.

Education: Bachelor's Degree in Radio Engineering or Electrical Engineering or related field or equivalent vocational education, training, and experience with formal training in use of relevant administrative & industry specific tools (i.e. computer software and Internet).

Experience: Point-to-point microwave systems and path analysis is mandatory. The following skills are desirable: 1) effective communication skills, 2) willingness to work in a team environment, 3) planning/organizational skills, 4) goal orientation, and 5) experience in radio communications.

96. Licensed Master Electrician

Duties: Identify malfunctions in electrical and electro-mechanical instruments. Repair non-functioning electrical and electro-mechanical instruments. Calibrate scientific and industrial instruments. Use established maintenance procedures for scientific and industrial instruments. Test input/output parameters of electrical/mechanical devices. Assemble electrical and electro-mechanical devices. Identify electrical/electro-mechanical components, devices or systems in accordance with predetermined specifications. Present technical information in oral, written and graphic form, including use of microcomputers to manipulate content and access information.

Education: An Associate's degree from an accredited college or university in Electronics Technology or a related field; or Technical school certificate of completion in the electrical field; or the equivalent military training. An additional year of specialized experience may be substituted for the required education. Must have a master electrician license from the Maryland Board of Master Electricians.

General Experience: Seven years experience in the electronics or related field.

Specialized Experience: Five years experience in the following areas: design, construction, testing, installation, maintenance and repair of electronic systems.

97. Journeyman Electrician

Duties: Identify malfunctions in electrical and electro-mechanical instruments. Repair non-functioning electrical and electro-mechanical instruments. Calibrate scientific and industrial instruments. Use established maintenance procedures for scientific and industrial instruments. Test input/output parameters of electrical/mechanical devices. Assemble electrical and electro-mechanical devices. Identify electrical/electro-mechanical components, devices or systems in accordance with predetermined specifications. Present technical information in oral, written and graphic form, including use of microcomputers to manipulate content and access information.

Education: Associate's degree from an accredited college or university in Electronics Technology or a related field; or Technical school certificate of completion in the electrical field; or the equivalent military

training. An additional year of specialized experience may be substituted for the required education. Must have a master electrician license from the Maryland Board of Master Electricians.

General Experience: Five years experience in the electronics or related field.

Specialized Experience: Three years experience in the following areas: design, construction, testing, installation, maintenance and repair of electronic systems.

98. Electricians Helper

Duties: Performs task assigned by the Foreman or Electrician with a minimum of supervision such as: terminate junction boxes; install required conduit and wiring including branch and feeder, above and below ground; install fixture connections and rough-ins; under supervision of the Foreman or an Electrician, operates a variety of electrical testing equipment in locating and determining types of electrical malfunctions; demonstrates basic knowledge of plans, drawings, specifications and work orders; and, conducts all tasks in a safe and efficient manner.

Education: High school diploma or equivalent. An Associate's degree from an accredited college or university in Electronics Technology or a related field; or Technical school certificate of completion in the electrical field; or the equivalent military training is preferred. An additional year of specialized experience may be substituted for the required education. Must have a master electrician license from the Maryland Board of Master Electricians.

General Experience: One years experience in the electronics or related field.

Specialized Experience: Six months experience in the following areas: design, construction, testing, installation, maintenance and repair of electronic systems.

99. Facilities Engineering Manager

Duties: Provides management and technical direction for facility, systems, and equipment repair, operation and maintenance. Provides oversight, strategic direction and technical support for the engineering, operation and maintenance of systems and subsystems.

Education: Bachelor's degree from an accredited college or university in civil, mechanical, industrial or facilities management engineering or other related field.

General Experience: This position typically requires 10 years of experience in facilities management or related field.

100. Facility Operations Engineer

Duties: Provides engineering support for facility and infrastructure projects. Support includes project development, design, bid proposal, schedule development, and technical support. May also manage and direct personnel in the operation, maintenance and repair of facilities, systems and institutional equipment. Includes building, heating, ventilation and air conditioning (HVAC) systems, boiler systems, generator systems and electrical systems.

Education: Bachelor's degree from an accredited college or university in civil, mechanical, electrical, industrial or facilities management engineering or other related field.

General Experience: This position typically requires 8 years of experience in facilities management or related field.

101. Stationary Engineer

Duties: Operates and maintains one or more engineering systems which provides a facility the services to function in a variety of service areas, such as: Heating and Air Conditioning Refrigeration, Emergency Power Generation, Uninterrupted Power Supply (UPS) systems, Electrical Switchboard systems, Fuel Distribution and Treatment systems, and Water Treatment and Boiler Heating systems. Observes system's gauges, meters, charts for proper system's operations. Performs preventive and corrective maintenance on system's components.

Education: Bachelor's degree from an accredited college or university in Electrical, Mechanical, or Industrial Engineering or other related field.

General Experience: This position typically requires 8 years of experience in industrial engineering or related field.

102. Lead Facilities Specialist

Duties: Oversees and directs daily activities involving the installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to high and low pressure steam plant boilers; security and fire systems; portable and installed generator sets, automatic transfer sets, and uninterruptable power supplies, batteries and associated electrical wiring/components; air handling units, pumps, exchangers and cooling towers; and, carpentry, painting, plumbing, electrical and mechanical activities. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

Education: High School diploma or equivalent, and knowledge of OSHA general safety standards related to work involving electrical and mechanical tasks in an industrial environment.

General Experience: This position typically requires 8 years of experience in facilities work or related field.

103. Facilities Specialist Level III

Duties: Performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to high and low pressure steam plant boilers; security and fire systems; portable and installed generator sets, automatic transfer sets, ancillary power distribution systems and uninterruptable power supplies, batteries and associated electrical wiring/components; air handling units, pumps, exchangers and cooling towers; and, carpentry, painting, plumbing, electrical and mechanical activities. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

Education: High School diploma or equivalent required.

General Experience: This position typically requires 5 years of experience in facilities work or related field.

104. Facilities Specialist Level II

Duties: Performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to high and low pressure steam plant boilers; security and fire systems; portable and installed generator sets, automatic transfer sets, ancillary power distribution systems, and uninterruptable power supplies, batteries and associated electrical wiring/components; air handling units, pumps, exchangers and cooling towers; and, carpentry, painting, plumbing, electrical and mechanical activities. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

Education: High School diploma or equivalent required.

General Experience: This position typically requires 2 years of related experience in facilities work or related field.

105. Facilities Specialist Level I

Duties: Performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to high and low pressure steam plant boilers; security and fire systems; portable and installed generator sets, automatic transfer sets, and uninterruptable power supplies, batteries and associated electrical wiring/components; air handling units, pumps, exchangers and cooling towers; and, carpentry, painting, plumbing, electrical and mechanical activities. May performs various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

Education: High School diploma or equivalent required.

General Experience: This position typically requires 1 year of experience in facilities work or related field.

106. Facility Operations Supervisor

Duties: Supervises personnel engaged in the operation, maintenance and repair of facilities, systems, and equipment.

Education: Associate's degree (ASCE, ASEE, ASET, ASME or other related field) or equivalent.

General Experience: This position typically requires 8 years of related experience in facility operations or related field.

107. Operator Level II

Duties: Processes, schedules, coordinates, and tracks maintenance and repair work orders involving, buildings, systems, and infrastructure.

Education: High School Diploma or equivalent required.

General Experience: This position typically requires 3 years of experience involving civil engineering, and maintenance and repair of facilities, mechanical systems, and equipment or related field.

108. Operator Level I

Duties: Processes, schedules, coordinates, and tracks maintenance and repair work orders involving, buildings, systems, and infrastructure.

Education: High School Diploma or equivalent required.

General Experience: This position typically requires 6 months of experience involving civil engineering, and maintenance and repair of facilities, mechanical systems, and equipment or related field.

109. Photographer

Duties: Responsible for photographing erected radio towers and providing photographic simulation through superimposition of an image of the towers at different locations.

Education: Associates Degree from an accredited college or university in Photography or related field or two (2) years of equivalent experience in a related field. A Bachelor's Degree is preferred.

General Experience: At least one (1) year of experience photographing radio towers or other tower structures and providing photographic simulation.

110. Audit Manager

Duties: Performs day-to-day management of overall contract support operations, possibly involving multiple audits and groups of personnel at multiple locations. Responsible for the overall direction and guidance of all ongoing audits for the State; responsible for audit report(s) and all findings contained therein; in coordination with the State's designated representative, assists with the collection of any amounts due to the State as a result of audits. Organizes, directs, and coordinates the planning and production of all contract support activities, including subcontractors. Develops work breakdown structures and prepares charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.

Education: Education: Bachelor's Degree from an accredited college or university in Accounting or other related discipline. A Master's degree is preferred.

Experience: At least four (4) years of telecommunications billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecommunications billing audit process.

111. Audit Supervisor

Duties: Performs day-to-day management of assigned projects that involve teams of Lead Auditors and Staff Auditors. Primarily responsible for developing and overseeing the execution of the audit plan; regularly communicates with and reviews the work of on-site Lead and Staff Auditors and gives directions as appropriate; attends meetings with State representatives and is otherwise available to the State's representatives, as required. Organizes, directs, and coordinates the planning and production of all activities associated with assigned projects. Prepares and presents program level management products such as, work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.

Education: Bachelor's Degree from an accredited college or university in Accounting or a related field.

Experience: At least two (2) years of telecommunications billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecommunications billing audit process.

112. Lead Auditor

Duties: Assists in developing the telecommunications billing audit plan; primarily responsible for the routine performance of the audit plan and in providing direction of assigned Staff Auditors; communicates on a regular basis with the State's designated representative on status and audit issues.

Education: Bachelor's Degree from an accredited college or university in Accounting or a related field.

Experience: At least two (2) years of telecommunications billing audit experience.

113. Staff Auditor

Duties: Assists in the performance of telecommunications billing audits under the guidance and direction of a lead auditor and/or audit supervisor.

Education: Bachelor's Degree from an accredited college or university in Accounting or a related field.

Experience: At least one (1) year of telecommunications billing audit experience.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors shall submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors will only be required to submit one proposal, even if proposing multiple functional areas. As described below, the Technical Proposal shall contain a section on Offeror general information and separate sections for each functional area proposed. Offerors must follow the instructions within this section.

IMPORTANT NOTICE – If you submit a proposal, you must complete the “PROPOSAL REGISTRATION FORM” accessible off the DoIT website <http://doit.maryland.gov> Search: CATS II.

3.2 Proposals

Volume I - Technical Proposal shall be sealed separately from Volume II - Financial Proposal, but submitted simultaneously to the Procurement Officer. One unbound original, so identified, and one copy of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II - Financial Proposal in MS Excel format shall also be submitted with the unbound originals technical or financial volumes, as appropriate. CDs shall be labeled on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

3.3 Submission

Each Offeror is required to submit a separate sealed package for each Volume, which is to be labeled Volume I - Technical Proposal and Volume II - Financial Proposal respectively. Each sealed package shall bear the RFP title and number, name and address of the Offeror, the Volume number (I or II) and closing date and time for receipt of the proposals on the outside of the package. Offerors shall submit only one Technical Proposal and one Financial Proposal, even if proposing multiple functional areas. Offerors shall include a section in the Technical Proposal providing general information about the Offeror. Offerors shall include a separate section for each functional area proposed describing what services of that functional area (as described in Section 2) the Offeror has the ability to provide and how the Offeror qualifies to perform those services. All pages of both proposal Volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by

an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. See Offeror's responsibilities in Section 1.21.

3.4.2 Format of Technical Proposal

Inside a sealed package described in Section 3.3, above, one unbound original, so labeled, one copy and the electronic version shall be provided. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's Technical Proposal shall be organized and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by paragraph number.

The Technical Proposal shall include the following sections in this order:

3.4.3.1 Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal.

3.4.3.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". The Summary shall provide a broad overview of the contents of the entire proposal. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. If there are no exceptions taken, the Offeror is to state that they have no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments. In addition, the Offeror shall clearly identify each functional area for which they are proposing services. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Offerors certified under the SBR are asked to provide the certification number.

3.4.3.3 Offeror General Information

This section shall include the following:

1. The Offeror's corporation/organization size, experience, services provided the length of time the organization has been providing the services listed, and key business relationships.
2. Statement of Fiscal Integrity for at least two full years. Documentation that addresses the Offeror's financial solvency may include, but is limited to, one, some or all of the following:
 - a. Current balance sheet,
 - b. Certified financial statement,
 - c. Dunn and Bradstreet rating,
 - d. Line of credit,
 - e. Successful financial track record, and
 - f. Evidence of adequate working capital.
3. Offeror MBE Form – Offeror Acknowledgement of TORFP MBE Participation Commitment (D-1-Offeror)

3.4.3.4 Past Performance – Must be provided for each functional area proposed (one example may be used for multiple functional areas)

This section shall include the following:

1. The Offeror shall provide evidence of its capabilities to provide the services outlined in Section 2.3 of this RFP for each functional area proposed.
2. The Offeror shall provide an example of a successful project (on time, within budget, within scope) in each proposed functional area. The example(s) shall include the project name, the services provided, and the objectives satisfied.
3. For each example project provided, the Offeror shall include a supporting reference with the following information:
 - a. Name of client organization; and,
 - b. Name, title, and current telephone number of point of contact for client organization.
4. State of Maryland Experience: If applicable, the Offeror shall submit a list of all contracts it currently holds, or has held within the past five years, with any government entity of the State of Maryland. For each identified contract, the Offeror shall provide:
 - a. The State contracting entity;
 - b. A brief description of the services/goods provided;
 - c. The dollar value of the contract;
 - d. The term of the contract;
 - e. Whether the contract was terminated prior to the specified original contract termination date, and if yes, the reason(s) why;
 - f. Whether any available renewal option was not exercised; and
 - g. The State employee contact person (name, telephone number and email).

Please Note: It is critical that the contact information provided for any reference is current and accurate. The reference must be knowledgeable of the project and the Offeror's performance and available to discuss the Offeror's performance.

3.4.3.5 Insurance Submission

Provide proof of insurance described in Section 2.8.

3.4.3.6. Required Submissions

1. Attachment B- Completed Bid/Proposal Affidavit
2. Attachment D-1 Offeror – Completed, signed and unedited: Offeror MBE Form – Offeror Acknowledgement of TORFP MBE Participation Commitment
3. Attachment I – Completed Living Wage Affidavit

3.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.3, the Master Contractor shall submit one unbound original, one copy, and an electronic version in MS Excel of the Financial Proposal. The Financial Proposal shall contain all cost information in the format specified in **Attachment F-A** for Functional Areas 1 through 12 and Functional Areas 15 through 17. Functional Areas 13 and 14 require submission of cost information in the format specified in Attachments F-B and F-C. Complete the cost sheets only as provided in the Price Proposal Instructions. Labor categories may not be added after Master Contract Award.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Master Contracts will be awarded to all qualified Offerors in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

4.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed in descending order of importance:

- Offeror Past Performance (Section 3.4.3.4)
- Offeror Overall Qualification (Section 3.4.3.3)

4.3 Financial Criteria

Financial Proposals will be evaluated separately. Offerors shall propose prices for labor categories only qualified to provide. Offerors shall provide prices for Contract years one through five for all labor categories proposed. These are the maximum prices the State will pay for all proposed labor categories.

4.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP that is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.5 Selection Procedures

4.5.1 General Selection Process

Master Contracts will be awarded in accordance with the Competitive Sealed Proposals process under Code of Maryland Regulations 21.05.03. The Competitive Sealed Proposals method is based on discussions and potential revision of proposals based on such discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, an Offeror's financial proposal will be returned unopened.

4.5.2 Selection Process Sequence

- 4.5.2.1 The first step in the process will be an evaluation for technical merit to assure Offeror's full understanding of the State's requirements and the Offeror's ability to perform.
- 4.5.2.2 During the course of any potential discussions, an Offeror must confirm in writing any substantive oral clarification of, or change in, its proposals. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of only the qualified Offerors, the Procurement Officer may conduct discussions to further evaluate the Offeror's entire proposal.
- 4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

4.5.3 Award Determination

Upon completion of all discussions, negotiations, and reference checks, the Procurement Officer will recommend award of a Master Contract to all technically qualified Offeror(s).

ATTACHMENTS LOCATED IN SEPARATE FILE

FROM

NAME & TITLE	Timothy Krus, Acting City Purchasing Agent <i>exp. for CPA</i>
AGENCY NAME & ADDRESS	Bureau of Purchases 231 East Baltimore Street, Suite 300
SUBJECT	Informal - Cooperative Contract

CITY of
BALTIMORE
MEMO



TO Honorable President and Members
of the Board of Estimates

DATE: July 3, 2012

Dear President and Members:

ACTION REQUESTED OF B/E:

The Board is requested to approve the attached list of qualified vendors for subsequent awards under Maryland State contract **DoIT Solicitation Number 060B9800035 - Consulting and Technical Services II (CATS II)**. The period covered is July 11, 2012 through May 31, 2014.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

\$2,000,000.00

Account No.: Various

BACKGROUND/EXPLANATION:

Vendors were solicited nationwide by the Maryland State Department of Information Technology (DoIT) via posting on eMaryland Marketplace and DoIT websites. A total of 449 bid proposals were received and 436 qualified offerors were selected. This contract is for IT consulting and technical services such that individual requirements are bid among the participating vendors at prices not to exceed those originally bid. Purchase Orders will be issued as the need arises to the bidders listed that offer the lowest bids, solicited via CitiBuy.

The above amount is our estimated requirement for a period of one year; however, the vendors shall supply the City's entire requirement, be it more or less.

Req. Nos.: Various

Agencies: Various

MBE/WBE PARTICIPATION:

For any release under this master blanket contract that exceeds \$50,000, M/WBE sub-contracting goals will be set in accordance with the City's M/WBE law and any appropriately City-certified M/WBE may participate. This procedure will be enforced by MWBOO, which will be placed in the CitiBuy approval path for any such release purchase order.

EMPLOY BALTIMORE:

Not applicable.

LIVING WAGE:

Not applicable.

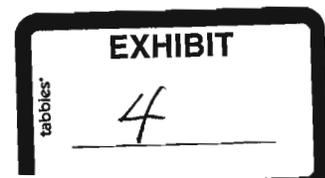
Attachment: Vendor List

APPROVED BY BOARD OF ESTIMATES

JUL 11 2012
DATE

Bernice H. Taylor
CLERK

TMK:ab #0600



FROM	NAME & TITLE	Timothy M. Krus, City Purchasing Agent <i>[Signature]</i>	CITY of #26 BALTIMORE MEMO 119-126	
	AGENCY NAME & ADDRESS	Bureau of Purchases (410) 396-5700 231 East Baltimore Street, Suite 300		
	SUBJECT	Informal – Increase (Cooperative Contract)		

TO Honorable President and Members of the Board of Estimates DATE: August 6, 2013

Dear President and Members:

ACTION REQUESTED OF B/E:
 The Board is requested to approve an increase for subsequent awards under Maryland State Contract DoIT Solicitation Number 060B9800035 – Consulting and Technical Services II (CATS II). Contract expires on May 31, 2014.

AMOUNT OF MONEY AND SOURCE OF FUNDS:
 \$2,000,000.00 Account No.: Various

BACKGROUND/EXPLANATION:
 On July 11, 2012, the Board approved an initial award, as shown in the Contract Value Summary below, to the 436 qualified vendors chosen as a result of the nationwide solicitation advertised by the Maryland State Department of Information Technology (DoIT) via posting on eMaryland Marketplace and DoIT websites. This contract is for crucial temporary IT consulting and technical services that are beyond the scope of those services available under the City's primary IT staff contract, #B50002831 - Enterprise Technology Staffing Support. The Board is requested to approve an increase in funding required due to the need for increased IT services.

The above amount is our estimated requirement for the remainder of the contract term; however, the vendors shall supply the City's entire requirement, be it more or less.

Req. Nos.: Various Agency: Mayor's Office of Information Technology

CONTRACT VALUE SUMMARY

1. Initial award approved by the Board on July 11, 2012	\$2,000,000.00
2. Increase pending board approval	<u>\$2,000,000.00</u>
3. Total contract value	\$4,000,000.00

MBE/WBE PARTICIPATION:
 For any release under this master blanket contract that exceeds \$50,000, MWBOO may set goals in accordance with the City's M/WBE law and City-certified M/WBEs may participate.

EMPLOY BALTIMORE:
 Not applicable.

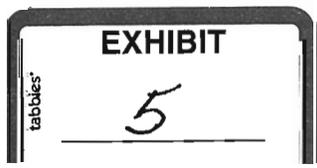
LIVING WAGE:
 Not applicable.

APPROVED BY BOARD OF ESTIMATES

AUG 14 2013 *Bernice N. Taylor*
 DATE CLERK

TMK:AB #0060

PURCHASES



Board of Estimates Summary Sheet
(No More Than Two Pages)

To: Chief of Staff's Office	
From: City Purchasing Agent	
Affected Agency:	Various
Agency Contact:	Jerome Mullen, Deputy Chief Information Officer
Agency Contact Phone #:	410-396-4570
Agency Contact Email:	jerome.mullen@baltimorecity.gov
Date:	8/6/13
Subject/Brief Summary: Briefly describe the project(s), program(s), improvements(s), or contract(s) funded through this transfer. (Note if the information is an update from an earlier version)	#0600 Maryland state awarded Consulting and Technical Services II (CATS II) increase for continuity of IT Projects and temporary staffing.
Desired BOE Hearing Date:	8/14/13
Potential Issues/Concerns: (List known concerns of City Council President, Comptroller, or others who might publicly object or raise questions about the action. If there are no issues or concerns, write "none.")	Possible Comptroller concerns related to VOIP dispute. This contract is to supplement, on a temporary basis, necessary IT positions and related scope of work beyond the scope of services for contract #B50002831 – Enterprise Technology Staffing Support.
Community Support: (If applicable, describe any formal or informal community position on the action.)	N/A
MBE/WBE Compliance: (Include any exceptional information – positive or negative.)	Goals will be set on an individual basis for any procurement over \$50,000. MWBOO will be put in the approval path for PO's for all such procurements to verify that this arrangement has been complied with.
Talking Points: (If necessary, talking points for the Mayor, in bullet form, should be included in this memo or provided no later than the Monday, 12:00 noon before the desired BOE hearing date. Assume that talking points are necessary if there is a reasonable expectation that the Mayor will have to speak publicly about the action, including post BOE press questions. Include information that might not be contained in the BOE memorandum.)	N/A
Planning Department Funds Transfer Information (If applicable, include information needed for Planning Commission approval of funds transfer.)	N/A
Briefings (Indicate what elected officials have been briefed and the date of briefing.)	N/A
SDAT Verified (Attach) Prime: [] Yes [] No M/WBE Sub: [] Yes [] No N/A: [X] (Must be able to explain) Will be checked as awards are made. Date: 06/07/12 Verified by: <u>Abraham Bey</u>	Employ Baltimore (EB) is applicable: [] Yes [X] No If not, why: [] Professional service contract [] Emergency contract [] Contract under \$50,000.00 [] Commodities contract [X] Piggyback off State contract EB Certification Statement completed and returned to Agency: [] Yes [X] No

IT-Related Items

All information technology (IT) related items require the review and approval of MOIT's CIO before they are submitted to the Mayor's Office.
Approved by MOIT CIO: _____ Date: _____

Reminder:

1. Via e-mail, send to the Designated Staff Person in the Mayor's Office copies of questions from the Comptroller and City Council President.
2. *Only for items for which the Comptroller or President had questions*, resubmit to the Designated Staff Person an updated Board of Estimates Summary Sheet. The updated sheet should incorporate any additional anticipated or known issues arising from the questions asked.

For Mayor's Office Use Only:

Approved for submission to the Board of Estimates by: _____ Date: _____
Return to Agency for additional information/response: _____ Date: _____

1

\$ Awarded:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Eval Codes:	NI												
Prfl Codes:													
Award/Unaward All:	<input type="button" value="Award All"/> <input type="button" value="Unaward All"/>												

Evaluation Code Descriptions:
 ** = Lowest Item Price or Lowest Evaluation Quote Total NB = No Bid
 NI = Did Not Bid All Items

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City of Baltimore

Purchase Order

Purchase Order Number

P521826

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

Organization: Baltimore City

VENDOR	Vendor Number: 00027990 Winbourne Consulting LLC
	1611 N Kent Street Suite 802 Arlington, VA 22209

SHIP TO	Torrie Singletary 401 E FAYETTE ST 3RD FLR MECU BLDG BALTIMORE, MD 21202 US Email: Torrie.Singletary@Baltimorecity.gov (410) 396-3903
	(410) 396-3903
BILL TO	MAIL INVOICE IN DUPLICATE TO: BUREAU OF ACCOUNTING & PAYROLL SERVICES 401 E. FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202 US Email: City-Payables@BaltimoreCity.gov (410) 396-3745
	(410) 396-3745

TERMS AND CONDITIONS set forth in our Bid or Quotation or incorporated herein by reference become a part of this order.

Account Code: 1001-000000-1474-167700-603026	Payment Terms: Net 30																		
Solicitation (Bid) No.: B50002821	Shipping Terms: F.O.B., Destination																		
Delivery Calendar Day(s) A.R.O.: 0																			
Item # 2 Class-Item 918-30 Systems Engineer #1																			
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Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost											
864.00	\$ 114.00	HR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 98,496.00											

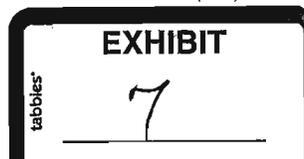
TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 98,496.00

APPROVED:

By: Abraham Bey

Phone#: (410) 396-5703

BUYER





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Abraham Bey

Bid Tabulation for Bid #B50002989

Quotes Revisions Items Header Questions Subcontractors Routing Attachments Score Summary Back to Bid

Bid Award Validation Warnings

- The following items are not awarded [1, 2, 3, 4]

of Quotes per page: 10 Sort by: Quote Total Ascending Go

Total Item Count: 5 Total Awardable Quote Count: 7 Bid Status: 2BO - Bid Opened (Quotes received and opened. Ready for tabulation)

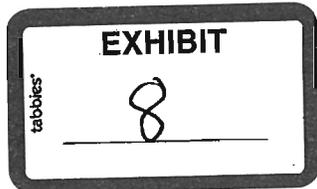
Please make sure that you save your changes before you navigate to another page.

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<input type="checkbox"/>	Systems Engineer #1 Item #1 Print Sequence:1.0 Status:2BO - Opened Quantity:1040.0 Uom:HR	<input type="checkbox"/> \$63.00 Alternate Description: Joshua Herman Add to Original Description Replace Original Description	<input type="checkbox"/> \$89.00 Alternate Description: Byron Forrest Add to Original Description Replace Original Description	<input type="checkbox"/> \$85.00	<input type="checkbox"/> \$97.00 DD	<input type="checkbox"/> \$85.00	<input type="checkbox"/> \$114.00 Alternate Description: Gilbert Luwaile Add to Original Description Replace Original Description	<input type="checkbox"/> \$97.00
<input type="checkbox"/>	Systems Engineer #2 Item #2 Print Sequence:2.0 Status:2BO - Opened Quantity:1040.0 Uom:EA	No Bid NB	No Bid NB	<input type="checkbox"/> \$85.00 **	<input type="checkbox"/> \$85.00 **	<input type="checkbox"/> \$85.00	<input type="checkbox"/> \$114.00 Alternate Description: Robert Teal Add to Original Description Replace Original Description	<input type="checkbox"/> \$97.00
<input type="checkbox"/>	Systems Engineer #3 Item #3 Print Sequence:3.0 Status:2BO - Opened Quantity:1040.0 Uom:HR	No Bid NB	No Bid NB	No Bid NB	No Bid NB	<input type="checkbox"/> \$85.00	<input type="checkbox"/> \$114.00 Alternate Description: James McIver Add to Original Description Replace Original Description	<input type="checkbox"/> \$97.00
<input type="checkbox"/>	Systems Engineer #4 Item #4 Print Sequence:4.0 Status:2BO - Opened Quantity:1040.0 Uom:HR	No Bid NB	No Bid NB	No Bid NB	No Bid NB	<input type="checkbox"/> \$85.00 **	No Bid NB	<input type="checkbox"/> \$89.00
<input type="checkbox"/>	NOTE: The City of Baltimore will reject bids received where the vendor submits offers (hourly rates) that exceed the bid... View Detail Item #5 Print Sequence:5.0 Status:2BO - Opened (Narrative Item)							
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	\$ Preference Discount:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$ Evaluation Total:	**\$65,520.00	\$92,560.00	\$176,800.00	\$189,280.00	\$353,600.00	\$355,680.00	\$395,200.00
	\$ Vendor Freight:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$ Awarded:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Eval Codes:	NI	NI	NI	NI		NI	
	Pref Codes:							

Award/Unaward All:

Evaluation Code Descriptions:
 ** = Lowest Item Price or Lowest Evaluation Quote Total
 DD = Delivery Date Greater Than Requested Date
 NB = No Bid
 NI = Did Not Bid All Items

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1



City of Baltimore

Purchase Order

Purchase Order Number

P521826

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Organization: Baltimore City

VENDOR	Vendor Number: 00027990 Winbourne Consulting LLC
	1611 N Kent Street Suite 802 Arlington, VA 22209

SHIP TO	Torrie Singletary 401 E FAYETTE ST 3RD FLR MECU BLDG BALTIMORE, MD 21202 US Email: Torrie.Singletary@Baltimorecity.gov (410) 396-3903
	(410) 396-3903
BILL TO	MAIL INVOICE IN DUPLICATE TO: BUREAU OF ACCOUNTING & PAYROLL SERVICES 401 E. FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202 US Email: City-Payables@BaltimoreCity.gov (410) 396-3745
	(410) 396-3745

TERMS AND CONDITIONS set forth in our Bid or Quotation or incorporated herein by reference become a part of this order.

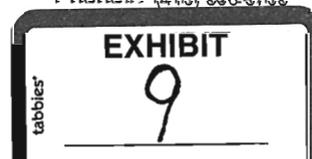
Solicitation (Bid) No.: B50002989		Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Delivery Calendar Day(s) A.R.O.: 0						
Item # 2 Class-Item 918-30 Systems Engineer #1 Period: 06/11/2013 through 12/10/2013								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1028.00	\$ 114.00	HR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 117,192.00

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 117,192.00

APPROVED:

By: Abraham Bey

Phone#: (410) 396-5703



ER

1





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Current Organization: [Baltimore City](#)

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Abraham Bey

Bid Tabulation for Bid #B50002851

[Quotes](#) [Revisions](#) [Items](#) [Header Questions](#) [Subcontractors](#) [Routing](#) [Attachments](#) [Score](#) [Summary](#) [Back to Bid](#)

Bid Award Validation Warnings

- The following items are not awarded: [1]

of Quotes per page: 10 Sort by: Quote Total Ascending [Go](#)

Total Item Count: 2 **Total Awardable Quote Count:** 6 **Bid Status:** 2B0 - Bid Opened (Quotes received and opened. Ready for tabulation)

Please make sure that you save your changes before you navigate to another page.

Cancel	Item info/Quote info	(00010222)A P Ventures, LLC <Quote: Q00008751>	(00000084)Applied Technology Services <Quote: Q00008741>	(00027981)IT Total Solutions <Quote: Q00008750>	(00000409)GANTECH <Quote: Q00008748>	(00027990)Winbourne Consulting LLC <Quote: Q00008733>	(00013524)Magothy Technology, LLC <Quote: Q00008745>
	Sr. IT Professional Item #:1 Print Sequence:1.0 Status:2B0 - Opened Quantity:1040.0 Uom:EA	<input type="checkbox"/> \$68.00 ** DD	<input type="checkbox"/> \$94.00	<input type="checkbox"/> \$95.00	<input type="checkbox"/> \$109.75	<input type="checkbox"/> \$142.00 DD	<input type="checkbox"/> \$142.05
	NOTE: The City of Baltimore will reject bids received where the vendor submits offers (hourly rates) that exceed the bid... View Detail Item #:2 Print Sequence:2.0 Status:2B0 - Opened (Narrative Item)						

Totals: \$Vendor Gross	\$70,720.00	\$97,760.00	\$98,800.00	\$114,140.00	\$147,680.00	\$147,732.00
Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$ Vendor Discount:	\$70,720.00	\$97,760.00	\$98,800.00	\$114,140.00	\$147,680.00	\$147,732.00
\$ Vendor Net Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$ Preference Discount:	**\$70,720.00	\$97,760.00	\$98,800.00	\$114,140.00	\$147,680.00	\$147,732.00
\$ Evaluation Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$ Vendor Freight:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$ Awarded:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Eval Codes:

Pref Codes:

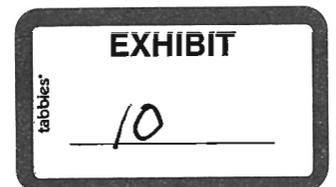
Award/Unaward All:	Award All					
	Unaward All					

Evaluation Code Descriptions:

** = Lowest Item Price or Lowest Evaluation Quote Total DD = Delivery Date Greater Than Requested Date

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4





City of Baltimore

Purchase Order

Purchase Order Number
P521826
SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

Organization: Baltimore City

VENDOR	Vendor Number: 00027990 Winbourne Consulting LLC
	1611 N Kent Street Suite 802 Arlington, VA 22209

SHIPTO	Torrie Singletary 401 E FAYETTE ST 3RD FLR MECU BLDG BALTIMORE, MD 21202 US Email: Torrie.Singletary@Baltimorecity.gov (410) 396-3903
	(410) 396-3903
BILLTO	MAIL INVOICE IN DUPLICATE TO: BUREAU OF ACCOUNTING & PAYROLL SERVICES 401 E. FAYETTE STREET, 5TH FLOOR BALTIMORE, MD 21202 US Email: City-Payables@BaltimoreCity.gov (410) 396-3745
	(410) 396-3745

TERMS AND CONDITIONS set forth in our Bid or Quotation or incorporated herein by reference become a part of this order.

Solicitation (Bid) No.: B50002851	Payment Terms: Net 30 Shipping Terms: F.O.B., Destination Delivery Calendar Day(s) A.R.O.: 0																		
Item # 2 Class-Item 918-30 Sr. IT Professional																			
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount Amt.</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>755.40</td> <td>\$ 142.00</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 107,266.80</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	755.40	\$ 142.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 107,266.80
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost											
755.40	\$ 142.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 107,266.80											

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 107,266.80

APPROVED:

By: Abraham Bey

Phone#: (410) 396-5703

BUYER



1



TRADE NAME APPROVAL SHEET

**** KEEP WITH DOCUMENT ****



1800361892318794

TRANSACTION TYPE

FEES REMITTED

TN - Trade Name Registration	<u>25.00</u>
TA - Amendment	_____
TA1 - Amendment Owner Added	_____
TA2 - Amendment Owner Deleted	_____
TA3 - Amendment Owner Name Change	_____
TA4 - Amendment Location Added	_____
TA5 - Amendment Location Deleted	_____
TA6 - Amendment Location Changed	_____
TC - Cancellation	_____
TR - Renewal	_____

ID N T00235371 ACK N 1000361892318794
LIBER: 000897 FOLIO: 0269 PAGES: 0002
INVESTMENT MANAGEMENT ENTERPRISE

12/23/2005 AT 11:44 A MO N 0001158396

____ Certified Copies Copy Fee: _____
____ Certificates Certificate of Fact Fee: _____
TOTAL FEES: 25.00

____ Other Change(s)

NO FEE TRANSACTION TYPES

99T - Departmental Action
99TA - Departmental Action - Name Change
220T - Void Non-Payment
220TA - Departmental Action - Amendment
220TA1 - Departmental Action - Owner Added
220TA2 - Departmental Action - Owner Deleted
220TA3 - Departmental Action - Owner Name Change
220TA4 - Departmental Action - Location Added
220TA5 - Departmental Action - Location Deleted
220TA6 - Departmental Action - Location Changed
220TC - Departmental Action - Cancellation

Code _____
Attention: _____

Mail to Address:
TWYLA N. GARRETT
8816 SHADONBERRY PL
RICHMOND VA 23227-1662

Credit Card _____ Check Cash _____

____ Documents on _____ Checks

Approved By: MC

Keyed By: _____

COMMENT(S):

CUST ID: 0001719388
WORK ORDER: 0001158396
DATE: 12-28-2005 12:01 PM
AMT. PAID: \$25.00

tabbles®
EXHIBIT
12

2005 DEC -6 P 1:17 2005 DEC 23 A 11:44

TRADE NAME APPLICATION

TRADE NAME: Investment Management Enterprise

ADDRESS(ES) WHERE NAME IS USED: 8016 Shadowberry Place, Richmond VA 23227

1201 Pennsylvania Ave N.W. #300 Washington DC 20004

FULL LEGAL NAME OF OWNER OF BUSINESS USING THE TRADE NAME: Twyla N. Garrett

If the owner is an individual or general partnership, does it have a personal property account (an "L" number)? YES NO

If YES, what is that number? L _____

If NO, see instruction 7.

ADDRESS OF OWNER: 8016 Shadowberry Place Richmond VA

ZIP: 23227

DESCRIPTION OF BUSINESS: Specialized firm assisting businesses through the application of IT solutions.

I AFFIRM AND ACKNOWLEDGE UNDER PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Handwritten Signature]
SIGNATURE OF OWNER

SIGNATURE OF OWNER

SIGNATURE OF OWNER

CUST ID: 0001715358
WORK ORDER: 0001158368
DATE: 12-28-2005 12:01 PM
AMT. PAID: 925.00

E OF OWNER

CORPORATE CHARTER APPROVAL SHEET

**** KEEP WITH DOCUMENT ****

DOCUMENT CODE 30 BUSINESS CODE 03



Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____
Merging (Transferor) _____

ID # F15438138 ACK # 1000362005380672
PAGES: 0003
INVESTMENT MANAGEMENT ENTERPRISE INC.

08/29/2013 AT 04:05 P WO # 0004156599

Surviving (Transferee) _____

New Name _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: _____
Expedite Fee: _____
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
Certified Copies _____
Copy Fee: _____
Certificates _____
Certificate of Status Fee: _____
Personal Property Filings: _____
Mail Processing Fee: _____
Other: _____

TOTAL FEES: 100

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent
and Resident Agent's Address
_____ Change of Business Code

_____ Adoption of Assumed Name

_____ Other Change(s)

Credit Card _____ Check _____ Cash _____
_____ Documents on _____ Checks

Code _____
Attention: _____
Mail: Name and Address _____

Approved By: [Signature]
Keyed By: [Signature]

INVESTMENT MANAGEMENT ENTERPRISE-IME
8016 SHADONBERRY PL
RICHMOND VA 23227-1862

COMMENT(S): _____

Stamp Work Order and Customer Number HERE
C - 2940019
W - 4156599
Amt. Pd \$ 100
6-20-2013 @ 10:45 AM

EXHIBIT
tabbles
13

Handwritten initials

RECEIVED
DEPARTMENT OF
TREASURY & TAXATION
2013 AUG 29 3 4: 05

FOREIGN CORPORATION QUALIFICATION

The undersigned Corporation for the purpose of qualifying pursuant to the provisions of Title 7 of the Corporations and Associations Article of the Annotated Code of Maryland, to do intrastate, interstate and foreign business as a foreign Corporation in the State of Maryland, hereby certifies to the State Department of Assessments and Taxation:

(A) That the name of the Corporation is Investment Management Enterprise Inc

(B) The corporation was formed in the State of VA

(C) That the address of the Corporation is 8016 Shadowberry Place
Richmond VA 23227

(D) That the name of the resident agent of the corporation in Maryland is Tuyla Garrett
whose address is _____

12906 Turnberry Circle Fort Washington MD 20744
(EVERY FOREIGN CORPORATION QUALIFIED IN MARYLAND IS REQUIRED TO NAME A MARYLAND AGENT)

(E) (OPTIONAL) That the address of the principal office of the Corporation in Maryland is _____

(F) That the Corporation (check appropriate response):

(1) has (2) has not done intrastate, interstate or foreign business in this State before qualification or registration as a foreign Corporation or after the qualification or registration was cancelled.

NOTE: If the box in Part (F) is checked indicating that the Corporation has done intrastate, interstate or foreign business in Maryland before registering or qualifying or after the registration or qualification has been cancelled; a penalty of \$200 must accompany this form in addition to the filing fee.

BY: Tuyla Garrett
(Original signature of President or Vice President)

I hereby consent to my designation in this document as resident agent for this corporation.

SIGNED Tuyla Garrett
Resident Agent

1



→

2011 ANNUAL REPORT
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

21104.1814--2/14/2011

FORM 1000



- ① CORPORATION NAME:
Investment Management Enterprise INC
- ② VA REGISTERED AGENT NAME AND OFFICE ADDRESS: OFFCR.
TWYLA N GARRETT

8016 SHADOW BERRY PLACE

RICHMOND, VA 23227
- ③ CITY OR COUNTY OF VA REGISTERED OFFICE:
143-HENRICO COUNTY
- ④ STATE OR COUNTRY OF INCORPORATION:
VA-VIRGINIA

DUE DATE: 03/31/11
SCC ID NO.: 0612991-0

⑤ STOCK INFORMATION

CLASS	AUTHORIZED
PREFER	25,000

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the attached instruction sheet. Type or print in black only. If item ⑥ is blank or incorrect, you must add or change the principal office address where indicated. If item ⑦ is blank or incorrect, you must add or change the director and officer information where indicated.

⑥ PRINCIPAL OFFICE ADDRESS:

<input type="checkbox"/> Mark this box if address shown below is correct	If the block to the left is blank or contains incorrect data please add or correct the address below.
ADDRESS: 8016 SHADOWBERRY PL CITY/ST/ZIP RICHMOND, VA 23227	ADDRESS: CITY/ST/ZIP

⑦ DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed.
An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank: <input type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/> NAME: TWYLA GARRETT TITLE: P/CEO ADDRESS: 12906 TURNBERRY CIRCLE CITY/ST/ZIP: FT WASHINGTON, MD 20744	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/> NAME: TITLE: ADDRESS: CITY/ST/ZIP:

EXHIBIT
14

I AFFIRM THAT THE INFORMATION CONTAINED IN THIS REPORT IS ACCURATE AND COMPLETE.

Twyla Garrett
SIGNATURE OF DIRECTOR/OFFICER LISTED IN THIS REPORT

Twyla N Garrett President/CEO
PRINTED NAME AND CORPORATE TITLE

2/9/2011
DATE

It is a Class 1 misdemeanor for any person to sign a document he knows is false in any material respect with intent that the document be delivered to the Commission for filing.

2012 ANNUAL REPORT
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

21205.2510--3/6/2012^x

212052510

File online at
sccfile.scc.virginia.gov



1. CORPORATION NAME:
Investment Management Enterprise INC

DUE DATE: 03/31/12

2. VA REGISTERED AGENT NAME AND OFFICE ADDRESS: OFFCR.
TWYLA N GARRETT

SCC ID NO.: 0612991-0

8016 SHADOW BERRY PLACE

5. STOCK INFORMATION

CLASS	AUTHORIZED
PREFER	25,000

RICHMOND, VA 23227

3. CITY OR COUNTY OF VA REGISTERED OFFICE:
143-HENRICO COUNTY

4. STATE OR COUNTRY OF INCORPORATION:
VA-VIRGINIA

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the enclosed instructions. Type or print in black only.

6. PRINCIPAL OFFICE ADDRESS:

<input checked="" type="checkbox"/> Mark this box if address shown below is correct	If the block to the left is blank or contains incorrect data please add or correct the address below.
ADDRESS: 8016 SHADOWBERRY PL	ADDRESS:
CITY/ST/ZIP RICHMOND, VA 23227	CITY/ST/ZIP

7. DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed.
An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank: <input checked="" type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: TWYLA GARRETT	NAME:
TITLE: P/CEO	TITLE:
ADDRESS: 12906 TURNBERRY CIRCLE	ADDRESS:
CITY/ST/ZIP: FT WASHINGTON, MD 20744	CITY/ST/ZIP:

I affirm that the information contained in this report is accurate and complete as of the date below.

SIGNATURE OF DIRECTOR/OFFICER
LISTED IN THIS REPORT

Twyla Garrett President/CEO
PRINTED NAME AND CORPORATE TITLE

2-24-2012
DATE

It is a Class 1 misdemeanor for any person to sign a document that is false in any material respect with intent that the document be delivered to the Commission for filing.

2013 ANNUAL REPORT
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

21305.3653--3/13/2013

213053653

File online at
sccefile.scc.virginia.gov



1. CORPORATION NAME:
Investment Management Enterprise INC
2. VA REGISTERED AGENT NAME AND OFFICE ADDRESS: OFFCR.
TWYLA N GARRETT

8016 SHADOW BERRY PLACE

RICHMOND, VA 23227
3. CITY OR COUNTY OF VA REGISTERED OFFICE:
143-HENRICO COUNTY
4. STATE OR COUNTRY OF INCORPORATION:
VA-VIRGINIA

DUE DATE: 03/31/13
SCC ID NO.: 0612991-0

5. STOCK INFORMATION

CLASS	AUTHORIZED
PREFER	25,000

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the enclosed instructions. Type or print in black only.

6. PRINCIPAL OFFICE ADDRESS:

<input type="checkbox"/> Mark this box if address shown below is correct	If the block to the left is blank or contains incorrect data please add or correct the address below.
ADDRESS: 8016 SHADOWBERRY PL CITY/ST/ZIP RICHMOND, VA 23227	ADDRESS: CITY/ST/ZIP

7. DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed.
An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank: [] Information is correct [] Information is incorrect [] Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: [] Correction [] Addition [] Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/> NAME: TWYLA GARRETT TITLE: P/CEO ADDRESS: 12906 TURNBERRY CIRCLE CITY/ST/ZIP: FT WASHINGTON, MD 20744	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/> NAME: TITLE: ADDRESS: CITY/ST/ZIP:

I affirm that the information contained in this report is accurate and complete as of the date below.

SIGNATURE OF DIRECTOR/OFFICER
LISTED IN THIS REPORT

Twyla Garrett
PRINTED NAME AND CORPORATE TITLE

3-8-2013
DATE

It is a Class 1 misdemeanor for any person to sign a document that is false in any material respect with intent that the document be delivered to the Commission for filing.

2014 ANNUAL REPORT
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

21402.6082--1/24/2014

File online at
sccfile.scc.virginia.gov



214026082

1. CORPORATION NAME:
Investment Management Enterprise INC
2. VA REGISTERED AGENT NAME AND OFFICE ADDRESS: OFFCR.
TWYLA N GARRETT

8016 SHADOW BERRY PLACE

RICHMOND, VA 23227
3. CITY OR COUNTY OF VA REGISTERED OFFICE:
143-HENRICO COUNTY
4. STATE OR COUNTRY OF INCORPORATION:
VA-VIRGINIA

DUE DATE: 03/31/14

SCC ID NO.: 0612991-0

5. STOCK INFORMATION

CLASS	AUTHORIZED
PREFER	25,000

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the enclosed instructions. Type or print in black only.

6. PRINCIPAL OFFICE ADDRESS:

<input type="checkbox"/> Mark this box if address shown below is correct	If the block to the left is blank or contains incorrect data please add or correct the address below.
ADDRESS: 8016 SHADOWBERRY PL CITY/ST/ZIP RICHMOND, VA 23227	ADDRESS: CITY/ST/ZIP

7. DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed.
An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank: <input type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input checked="" type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/> NAME: TWYLA GARRETT TITLE: P/CEO ADDRESS: 12906 TURNBERRY CIRCLE CITY/ST/ZIP: FT WASHINGTON, MD 20744	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/> NAME: TITLE: ADDRESS: CITY/ST/ZIP:

I affirm that the information contained in this report is accurate and complete as of the date below.

Twyla Garrett
SIGNATURE OF DIRECTOR/OFFICER
LISTED IN THIS REPORT

Twyla Garrett President/CEO
PRINTED NAME AND CORPORATE TITLE

1/21/2014
DATE

It is a Class 1 misdemeanor for any person to sign a document that is false in any material respect with intent that the document be delivered to the Commission for filing.

+ 0461217 000010298 095CC1

2015 ANNUAL REPORT
COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

21504.1950--2/23/2015

215041950

File online at
sccfile.scc.virginia.gov



1. CORPORATION NAME:
Investment Management Enterprise INC

DUE DATE: 03/31/15

2. VA REGISTERED AGENT NAME AND OFFICE ADDRESS: OFFCR.
TWYLA N GARRETT
8016 SHADOW BERRY PLACE
RICHMOND, VA 23227

SCC ID NO.: 0612991-0

5. STOCK INFORMATION

CLASS	AUTHORIZED
PREFER	25,000

3. CITY OR COUNTY OF VA REGISTERED OFFICE:
143-HENRICO COUNTY

4. STATE OR COUNTRY OF INCORPORATION:
VA-VIRGINIA

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the enclosed instructions. Type or print in black only.

6. PRINCIPAL OFFICE ADDRESS:

<input type="checkbox"/> Mark this box if address shown below is correct	If the block to the left is blank or contains incorrect data please add or correct the address below.
ADDRESS: 8016 SHADOWBERRY PL	ADDRESS:
CITY/ST/ZIP RICHMOND, VA 23227	CITY/ST/ZIP

7. DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed.
An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank: <input type="checkbox"/> Information is correct <input type="checkbox"/> Information is incorrect <input type="checkbox"/> Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: <input type="checkbox"/> Correction <input type="checkbox"/> Addition <input type="checkbox"/> Replacement
OFFICER <input type="checkbox"/> DIRECTOR <input checked="" type="checkbox"/>	OFFICER <input type="checkbox"/> DIRECTOR <input type="checkbox"/>
NAME: TWYLA GARRETT	NAME:
TITLE: P/CEO	TITLE:
ADDRESS: 12906 TURNBERRY CIRCLE	ADDRESS:
CITY/ST/ZIP: FT WASHINGTON, MD 20744	CITY/ST/ZIP:



I affirm that the information contained in this report is accurate and complete as of the date below.

SIGNATURE OF DIRECTOR/OFFICER
LISTED IN THIS REPORT

Twyla Garrett
PRINTED NAME AND CORPORATE TITLE

2/12/2015
DATE

It is a Class 1 misdemeanor for any person to sign a document that is false in any material respect with intent that the document be delivered to the Commission for filing.

1

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STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

STATE OF MARYLAND,	*	IN THE
	*	
	*	CIRCUIT COURT
	*	
V	*	FOR
	*	
INVESTMENT MANAGEMENT	*	BALTIMORE CITY
ENTERPRISE,	*	
	*	CASE: 115204013
Defendant.	*	

* * * * *

TRANSCRIPT OF OFFICIAL PROCEEDINGS
(Guilty Plea and Sentencing Hearing)

BEFORE: THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

HEARING DATE: February 3, 2016

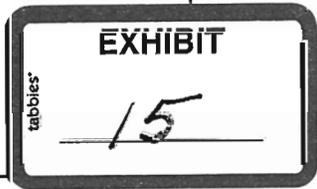
APPEARANCES:

For the State:	Josh Felsen, ASA
For the Defendant:	Kenneth Ravenell, Esq. Camara L. Mintz, Esq.

Transcriptionist:	Erin Perkins
AAERT Cert. No.:	CET-601

Transcription Service:	ACCUSCRIBES TRANSCRIPTION SERVICE 2007 W. Rogers Avenue Baltimore, Maryland 21209
------------------------	---

Proceedings recorded by digital media with video,
transcript produced by transcription service.



STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1	1	TABLE OF CONTENTS			
2					Page
3	Statement of Facts				3
4	Court's Findings				6
5	Sentencing				6
6	Hearing Date Set				8
7	Twyla Garrett's Case Nolle Prosed				12
8	EXAMINATION:				
9	PLAINTIFF'S WITNESS:				
10		DIRECT	CROSS	REDIRECT	RECROSS
11	None called.				
12	DEFENDANT'S WITNESS:				
13		DIRECT	CROSS	REDIRECT	RECROSS
14	None called.				
15					
16	EXHIBITS:				
17	PLAINTIFF'S EXHIBITS:				
18				MARKED	ADMITTED
19	None offered.			-	-
20					
21	DEFENDANT'S EXHIBITS:				
22	None offered.				
23					
24					
25					

STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1 PROCEEDINGS

2 (On the record - 11:47:07 p.m.)

3 MR. FELSEN: -- Information Technology known as
4 MOIT, sought to hire two information technology IT
5 employees to work under him at the Mayor's Office
6 Information Technology, MOIT The two employees were
7 William McLendon, and IT consultant, and Laura Brown, a
8 grant writer IT consultant. William McLendon and Laura
9 Brown both work as independent contractors for the
10 defendant, a staffing company called Investment Management
11 Enterprise, IME. The president and CEO of the defendant
12 was Twyla Garrett, who is seated here at Defense table
13 today. The defendant, IME, acted as an agent or
14 representative for Mr. McLendon and Ms. Brown. The
15 defendant worked out their contracts -- worked out the
16 contracts for both Mr. McLendon and Ms. Brown, handled
17 their time sheets and issued them their paychecks.

18 Due to the nature of their work, Information
19 Technology, Mr. McLendon and Ms. Brown rarely worked in
20 the MOIT offices located at 401 East Fayette Street,
21 Baltimore, Maryland 21202. Instead Mr. McLendon and Ms.
22 Brown worked form home and would fill out time sheets
23 documenting their hours worked. Mr. McLendon and Ms.
24 Brown would then submit their completed time sheets to the
25 defendant company, IME.

STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1 The defendant would then forward each employees'
2 time sheets to Winbourne Consultant, a consulting firm
3 that handled Baltimore City's docking contracts.
4 Winbourne Consulting would then forward the time sheets to
5 Baltimore City Finance Department. Baltimore City Finance
6 Department would process the time sheets and issue
7 payments based on the amount of hours written on the time
8 sheets. The Baltimore City Finance Department then sent
9 these payments to Winbourne Consulting. Winbourne
10 Consulting would then forward the money to the defendant
11 corporation, IME.

12 From the payments the defendant received from
13 the Baltimore City Finance Department via Winbourne, the
14 defendant would pay Mr. McLendon and Ms. Brown for their
15 hours worked. From approximately Januray 1st, 2013
16 through January 15, 2014, the defendant altered the time
17 sheets or hours worked reports that were submitted by Mr.
18 McLendon and Ms. Brown to the defendant. For example, for
19 the time period of February 16th, 2013 through February
20 28th, 2013, Mr. McLendon signed and submitted a time sheet
21 to the defendant attesting to working 58 hours for MOIT,
22 Mayor's Office of Information Technology. The defendant
23 altered Mr. McLendon's time sheet to show he worked 78
24 hours and then forwarded the altered time sheet to
25 Winbourne, who then forwarded the time sheet to Baltimore

STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1 City Finance Department for payment.

2 The Baltimore City Finance Department issued a
3 check to Winbourne Consulting for 78 hours that the
4 defendant claimed Mr. McLendon had worked. Winbourne then
5 issued a check for 78 hours to the defendant corporation,
6 IME. The defendant then issued a check to Mr. McLendon
7 for 58 -- for the 58 hours he worked, not the 78 hours
8 that the defendant had claimed Mr. McLendon had worked.
9 The defendant kept the extra 20 hours, in that case,
10 \$2,840, for itself.

11 From approximately January 1st, 2013 through
12 January 15, 2014, the defendant altered Mr. McLendon's
13 time sheets from 1,393 hours 1,962 hours resulting in an
14 overpayment by the Baltimore City Finance Department of
15 approximately \$72,652.

16 During that same time period, the defendant
17 altered Ms. Brown's time sheets from 57 hours to 845 hours
18 resulting in an overpayment by the Baltimore City Finance
19 Department of approximately \$92,868.

20 The defendant's submissions of fraudulent time
21 sheets for Mr. McLendon and Ms. Brown resulted in the
22 defendant corporation receiving approximately \$165,520 in
23 overpayments from the Baltimore City Finance Department.
24 All events occurred in Baltimore City, State of Maryland.
25 And that is the statement of facts.

STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1 MR. MINTZ: No additions or corrections, Your
2 Honor, purposes of the plea.

3 THE COURT: All right. That statement of facts
4 is sufficient to find the corporation guilty beyond a
5 reasonable doubt from a single count of theft scheme
6 exceeding \$100,000.

7 All right. Anything further from the State on
8 sentencing?

9 MR. FELSEN: No, Your Honor.

10 THE COURT: And from the defense?

11 MR. MINTZ: No, Your Honor.

12 THE COURT: All right. As agreed, the sentence
13 is a \$25,000 fine. Payment of that fine will be suspended
14 during the period of probation. The corporation is placed
15 on a period of probation of three months with the special
16 condition that it pay restitution in the amount of
17 \$165,520 to the city, which I understand is being paid
18 today.

19 MR. MINTZ: That's correct.

20 THE COURT: All right. And, Mr. Felsen, you're
21 satisfied with the check?

22 MR. FELSEN: Yes, I am.

23 THE COURT: All right. Now, counsel, do you
24 want to schedule a hearing now for after the probationary
25 period?

STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1 MR. FELSEN: That's fine.

2 MR. MINTZ: That's fine, Your Honor. The
3 Court's indulgence.

4 (Pause)

5 THE COURT: Let's try to get something in early
6 May.

7 MR. MINTZ: Your Honor, I apologize. One quick
8 point, just to put this on the record. At the conclusion
9 of defendant's three-month probationary period, if the
10 defendant hasn't engaged in any further criminal conduct,
11 the State will not oppose to the modification for the
12 probation for judgment now. I don't remember if that was
13 on the record and I just wanted make sure that it was.

14 MR. FELSEN: That's part of the --

15 THE COURT: All right. It is part of the --

16 MR. FELSEN: It is, yes.

17 THE COURT: -- written agreement and that has
18 been signed and will be entered into the case file as
19 well.

20 MR. MINTZ: Thank you, Your Honor.

21 THE COURT: All right. Do counsel have
22 something -- time available first two weeks of June?

23 (Counsel confer)

24 MR. MINTZ: The Court's indulgence. The first
25 week of June is fine, maybe the 3rd.

STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1 THE COURT: Yeah, actually it could be,
2 obviously, the week of June 6th, but it could be June 3rd
3 if that works.

4 MR. MINTZ: Either is fine with me, Your Honor.

5 MR. FELSEN: The 3rd is fine. What time did you
6 want to do it, Your Honor?

7 THE COURT: Let's start at 2 p.m. This is in
8 Part 26. Well, it's a corporation, so it's really -- all
9 right. Now, counsel, it will still be necessary to file
10 the motion to modify within 90 days to make sure that
11 there's jurisdiction at that point --

12 MR. MINTZ: Yes, Your Honor.

13 THE COURT: -- which will be longer than 90 days
14 out.

15 MR. MINTZ: Understood, Your Honor.

16 MR. FELSEN: And, Your Honor, pursuant to the
17 plea agreement for Investment Management Enterprise,
18 115204013, now the State will call State of Maryland
19 versus Twyla Garrett, which is 115204012. And the State
20 will enter a nolle prose with respect Ms. Garrett's case,
21 012.

22 THE COURT: All right. Nolle prose is entered
23 in that case. Mr. Ravenell, you can talk with her about
24 possible expungement in --

25 MR. RAVENELL: I will, Your Honor.

STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1 THE COURT: -- cancelling the corporation case.
2 The corporation does have the right to file a motion for a
3 new trial within ten days, to file an application for the
4 right to appeal within 30 days, and to file a motion to
5 modify or reduce the sentence within 90 days, which I
6 understand it will do in order to retain jurisdiction for
7 the hearing now set for June 3rd at 2 p.m.

8 MR. MINTZ: Of course, Your Honor.

9 THE COURT: All right.

10 MR. RAVENELL: Yeah, and just one more thing for
11 the record as to Ms. Garrett, and Mr. Felsen, I'm
12 assuming, will tell the Court that we're in agreement with
13 this that, in addition, there will be no other charges
14 brought against Ms. Garrett stemming from this
15 investigation, including but not limited to any
16 obstruction of justice charges that the State had
17 considered. Is that correct, Mr. Felsen?

18 MR. FELSEN: That's correct.

19 THE COURT: All right.

20 MR. RAVENELL: Thank you, Your Honor.

21 THE COURT: All right. Thank you very much.
22 Madam Clerk, if you would enter the written plea agreement
23 in the case file. There's no need to do a probation
24 supervision form for the period of probation.

25 THE CLERK: Okay.

STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

1 THE COURT: All right.

2 THE CLERK: Okay. This is for me? okay.

3 THE COURT: Yes, just enter that into the file
4 please.

5 THE CLERK: All right. Thank you.

6 THE COURT: All right. Counsel, thank you very
7 much.

8 MR. FELSEN: Thank you, Your Honor.

9 (Off the record - 11:55:56 a.m.)

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STATE OF MARYLAND v. INVESTMENT MANAGEMENT ENTERPRISE
February 3, 2016 THE HONORABLE LAWRENCE P. FLETCHER HILL, Judge

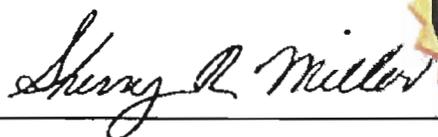
1 TRANSCRIBER'S CERTIFICATE

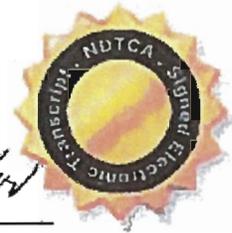
2 This is to certify that the proceedings in the matter
3 of State of Maryland v. Investment Management Enterprise,
4 case number 11520413, heard in Circuit Court for Baltimore
5 City on February 3, 2016, was recorded on digital media
6 with video.

7 I hereby certify that the proceedings herein
8 contained were transcribed by me or under my direction.
9 That said transcript is a true and accurate record to the
10 best of my ability and constitutes the official transcript
11 thereof.

12 In witness thereof, I have hereunto subscribed my
13 name on July 6, 2016

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Sherry R. Miller, President



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06/27/16 CRIMINAL COURT OF BALTIMORE CASE INQUIRY 10:42
CASE 115204013 DCM TRACK A DATE 082815 FELONY DRUG INIT
CASE 115204013 STATUS A DATE 072315 PREV ST CODEF NO CHANGE 061416
DEF INVESTMENT MANAGEMENT ENTPR, ID A33138 SID R: X S: X DOB 000000
ADDRESS 1211 CONNECTICUT AVE NW #414 WASHINGTON DC 20036
DOA 000000 CMPL 00000000 PHYS LOC CASE LOC OWN 072315
DOF 072315 TRACK NO 10-7024-00516-3 DIST CASE WAR 00 CJIS RI 1
001 000 A USER THEFT CODE 1 0634 THEFT-SCHEME: \$100,000 DISP
ARREST/CITATION NO 0

EVENT DATE	OPER	PART	TIME	ROOM	REAS	/	EVENT	COMMENT
CASI 072315	SCB	CASE	ADDED	THROUGH	ON-LINE	ON	THIS	DATE 20150727
COMM 072315	SCB	CRIMINAL	SUMMONS	ISSUED				
COMM 072315	SCB	FILED	ASA	-	FELSEN,	JOSH		, ESQ 251158
COMM 072815	1T2	CSET	ARRG;	P08;	08/28/15;	1T2	(PHONE	CALL FR. ASA, JOSH
COMM 072815	1T2	FELSEN)						
COMM 082815	CTL	CSET	JT	;	P45;	10/08/15;	CTL	
TRAK 082815	CTL	ASSIGNED	TO	TRACK	A	-	60	DAYS ON 08/28/2015
HCAL 082815	1	SCB	P08;	0930;	509	;	ARRG;	;
COMM 082815	SCB	TRIAL	SET	FOR	10/8/15	PART	45	AT 11AM; DEF SERVED

NEXT PAGE

P/N

PAGE 001

I, Lavinia G. Alexander, Clerk of the Circuit Court
for Baltimore City, hereby certify that this is
a true copy from the record in this court.
Witness the hand and act of the undersigned
this 27 day of June 20 16

Circuit Court for Baltimore City, Maryland



06/27/16 CRIMINAL COURT OF BALTIMORE CASE INQUIRY 10:42

CASE 115204013 ST A INVESTMENT MANAGEMENT ENTPR, A33138 COD N DCM A 082815

EVENT DATE	OPER PART TIME ROOM REAS / EVENT COMMENT
COMM 090315	SCB STATE'S INITIAL DISCLOSURE, NOTICES, AND MOTIONS FLD
COMM 090315	SCB STATE'S INDEX OF INFORMATION PRODUCED IN DISCOVERY FLD
COMM 091815	CKW STATE'S SUPPLEMENTAL DISCLOSURE FLD
HCAL 100815	CYH P45;1100;226 ;JT ; ;POST;DIV;DIPIETRO, MICHA;8F6
COMM 100815	CYH CSET JT ; P45; 11/24/15; CYH
COMM 100815	SCB STATE'S SUPPLEMENTAL DISCLOSURE FLD
HWNO 100815	S8T POSTPONEMENT FORM FILED; HICKS (MD RULE 4-271) NOT WAIVED
COMM 100815	SCB DEF SERVED
COMM 102915	SCB STATE'S SUPPLEMENTAL DISCLOSURE FLD
HCAL 112415	CYH P45;1100;226 ;JT ; ;POST;DIV;DOORY, TIMOTHY ;8D4
COMM 112415	CYH CSET JT ; P45; 02/03/16; CYH
HWNO 112415	S8T POSTPONEMENT FORM FILED; HICKS (MD RULE 4-271) NOT WAIVED
COMM 112415	CPR CASE POSTPONED TO 2/3/16 @ 11:00AM PT.45;DEFENDANT SERVED
FILE 112415	CPR FILED ADF - RAVENELL, KENNETH , ESQ 681322
COMM 122215	CPR STATE'S NOTICE OF INTENT TO INTRODUCE INTO EVIDENCE
COMM 010816	CPR SUPPLEMENTAL OF STATE'S PRIOR DISCLOSURES WITH ADDITIONAL
COMM 010816	CPR WITNESSES
COMM 011516	lgj MOTION CONTAINING ADDITIONAL DISCLOSURES AND WITNESSES
COMM 020316	CYH CSET HEAR; P26; 06/03/16; CYH - PER J. FLETCHER-HILL

NEXT PAGE

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PAGE 002

06/27/16 CRIMINAL COURT OF BALTIMORE CASE INQUIRY 10:42

CASE 115204013 ST A INVESTMENT MANAGEMENT ENTPR, A33138 COD N DCM A 082815

EVENT DATE OPER PART TIME ROOM REAS / EVENT COMMENT

HCAL 020316 S8T P45;1100;113 ;JT ; ;OTHR; ;FLETCHER-HILL, ;8E0
COMM 020316 S8T STATE OF FACTS READ INTO THE RECORD; PLEA AGREEMENT PLACED
COMM 020316 S8T ON THE RECORD; IF TERMS OF THE AGREEMENT ARE MET BY 6/3/16
COMM 020316 S8T DEFT'S SENTENCE WILL BE MODIFIED TO A PBJ - DEFT TO PAY
COMM 020316 S8T \$165,520.00 RESTITUTION IN FULL W/IN PERIOD OF PROBATION
COMM 020316 S8T (3 MONTHS) TO DEFENSE COUNSEL WHO WILL THEN SEND PAYMENTS
COMM 020316 S8T FROM HIS ESCROW ACCOUNT TO DIRECTOR OF FINANCE; \$25,000.00
COMM 020316 S8T FINE SUSPENDED PURSUANT TO TERMS OUTLINED IN THE PLEA
COMM 020316 S8T AGREEMENT - CASE SET FOR 6/3/16 IN PART 26 @ 2:00 PM - NO
COMM 020316 S8T PROBATION ORDER NEEDED (THIS IS A CORPORATION PER JUDGE)
COMM 032916 CPR MOTION FOR RECONSIDERATION OF SENTENCE:CC:JUDGE FLETCHERHILL
FILE 032916 CPR FILED ADF - MINTZ, CAMARA L , ESQ 578961
HCAL 060316 1 CPR P26;0200;113 ;HEAR;HR;GRNT; ;FLETCHER-HILL, ;8E0
COMM 060816 SCY DATE STAMPED & ORDERED 6/3/16, THE DEFTS' MOTOION FOR
COMM 060816 SCY RECONSIDERATION OF SENTENCE IS GRANTED. & THAT THE
COMM 060816 SCY CONVICTION IS STRICKEN & DEFT IS PLACED ON PROBATION BEFORE
COMM 060816 SCY JUDGMENT, WITH ONE YEAR OF UNSUPERVISED PROBATION. & THAT
COMM 060816 SCY THE \$25,000 FINE THAT WAS PREVIOUSLY IMPOSED & SUSPENDED IS
COMM 060816 SCY STRICKEN. FLETCHER-HILL, J (CC: PARTIES LISTED ON ORDER)

NEXT PAGE

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PAGE 003

06/27/16 CRIMINAL COURT OF BALTIMORE CASE INQUIRY 10:42

CASE 115204013 ST A INVESTMENT MANAGEMENT ENTPR, A33138 COD N DCM A 082815

EVENT DATE OPER PART TIME ROOM REAS / EVENT COMMENT

COMM 060916 S8P ORIGINAL DOCKET SHEET GIVEN TO CTRM EDITING DEPT (D.H.) ON

COMM 060916 S8P THIS DATE; DKT SHEET UPDATED; AWAITING FILE TO UPDATE

CON FULL NAME/PHONE NUMBER IDENT ADD/FILE STREET/CITY STATE ZIPCODE V/W

ADF MINTZ, CAMARA L 578961 033016 12817 OLD FORT RD STE 304

301-292-7200 032916 FORT WASH MD 20744

ADF RAVENELL, KENNETH 681322 113015 711 SAINT PAUL STREET

410-878-0705 112415 BALTIMORE MD 21202

ADS MINTZ, CAMARA L 578961 020816 12817 OLD FORT RD STE 304

301-292-7200 FT WASHING MD 20744

ASA FELSEN, JOSH 251158 072715 120 E BALTIMORE ST #906

443-984-6231 072315 BALTIMORE MD 21202

WIS BEY, WILLIAM 012216 RESTRICTED

WIS BROWN, LAURA 091415 RESTRICTED

WIS BROWN, LAURA 091415 RESTRICTED

WIS CONELLEY, RUSSELL AGNT 072715 100 N HOLLIDAY ST RM 640

BALTIMORE MD 21202

NEXT PAGE

P/N

PAGE 004

CON FULL NAME/PHONE NUMBER	IDENT ADD/FILE	STREET/CITY STATE	ZIPCODE	V/W
06/27/16 CRIMINAL COURT OF BALTIMORE				CASE INQUIRY 10:42
CASE 115204013 ST A INVESTMENT MANAGEMENT ENTPR, A33138				COD N DCM A 082815
WIS GUILFORD, GAYLE			091415	RESTRICTED
WIS HAYUNGA, MICHAEL			012216	RESTRICTED
WIS HAYUNGA, MICHAEL AGNT		100 N HOLLIDAY ST RM 640		
		BALTIMORE MD 21202		
WIS PRICE, ANDREW			091415	RESTRICTED
WIS REESE, TOM			012216	RESTRICTED
WIS TONJES, CHRIS CO STEVEN LEVIN			091415	RESTRICTED
WIS TURNER, MELISSA			092515	RESTRICTED
WIS VECE, HELENE			091415	RESTRICTED

END OF DATA

P/1

PAGE 005

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Twyla Garrett

From: Twyla Garrett <tgarrett@ime-mts.com>
Sent: Monday, August 17, 2015 10:46 PM
To: Twyla Garrett
Subject: Fw: B50002705 - Senior IT Professional RFR

Respectfully Yours,

Twyla Garrett
President and CEO
1010 Vermont Ave NW
Suite 200
Washington, DC 20005
www.ime-mts.net
202-386-6321
A Certified MBE, DBE, SWAM, and LSDBE Firm

— Forwarded Message —

From: "Tonjes, Chris" <Chris.Tonjes@ballimorerecity.gov>
To: 'Twyla N. Garrett' <tgarrett@ime-mts.com>
Sent: Friday, November 23, 2012 1:49 PM
Subject: RE: B50002705 - Senior IT Professional RFR

You are going to be disqualified. I believe you exceeded the rate for that labor category. You need to convert expense to hourly rate to recoup all cost. at the rate we have on the contract.

From: Twyla N. Garrett [mailto:tgarrett@ime-mts.com]
Sent: Friday, November 23, 2012 1:47 PM
To: Bey, Abraham
Cc: Andrew Reece; Alan Kruml
Subject: RE: B50002705 - Senior IT Professional RFR
Importance: High

Mr. Bey,

Attached you will find the completed RFR from Winbourne Consulting LLC formally Winbourne Costa Inc. for Support to MOIT for Senior IT Professional Support Services. If you have any questions please contact Alan Kruml, PMP, Chief Operating Officer, Winbourne Consulting, LLC at (703) 584-5350 ext. 103 or (m) (703) 774-7854 .

Respectfully Yours,

Twyla Garrett, CBM, CHS III
President and CEO
1010 Vermont Ave NW
Suite 200
Washington, DC 20005
www.ime-mts.net
202-386-6321
A Certified WBE, MBE, DBE, SWAM, and LSDBE Firm
<http://twylangarrett.blogspot.com/>



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Hayunga, Michael

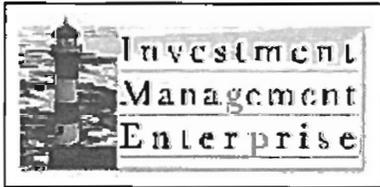
From: Twyla N. Garrett <tgarrett@ime-mts.com>
Sent: Friday, November 23, 2012 2:21 PM
To: Tonjes, Chris
Subject: RE: B50002705 - Senior IT Professional RFR

No we are 142 for that rate!

Respectfully Yours,

Twyla Garrett, CBM, CHS III

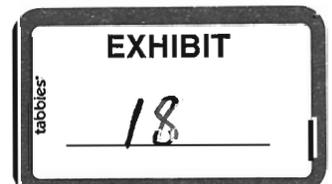
President and CEO
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Washington, DC 20005
www.ime-mts.net
202-386-6321
A Certified WBE, MBE, DBE, SWAM, and LSDBE Firm
<http://twylangarrett.blogspot.com/>



From: Tonjes, Chris [mailto:Chris.Tonjes@baltimorecity.gov]
Sent: Friday, November 23, 2012 1:50 PM
To: 'Twyla N. Garrett'
Subject: RE: B50002705 - Senior IT Professional RFR

You are going to be disqualified. I believe you exceeded the rate for that labor category

From: Twyla N. Garrett [mailto:tgarrett@ime-mts.com]
Sent: Friday, November 23, 2012 1:47 PM



To: Bey, Abraham
Cc: Andrew Reece; Alan Kruml
Subject: RE: B50002705 - Senior IT Professional RFR
Importance: High

Mr. Bey,

Attached you will find the completed RFR from Winbourne Consulting LLC formally Winbourne Costa Inc. for Support to MOIT for Senior IT Professional Support Services. If you have any questions please contact Alan Kruml, PMP, Chief Operating Officer, Winbourne Consulting, LLC at (703) 584-5350 ext. 103 or (m) (703) 774-7854 .

Respectfully Yours,

Twyla Garrett, CBM, CHS III

President and CEO
1010 Vermont Ave NW
Suite 200
Washington, DC 20005
www.ime-mts.net
202-386-6321

A Certified WBE, MBE, DBE, SWAM, and LSDBE Firm
<http://twylangarrett.blogspot.com/>



From: Bey, Abraham [<mailto:Abraham.Bey@baltimorecity.gov>]
Sent: Friday, November 23, 2012 12:50 PM
To: Twyla N. Garrett
Subject: RE: B50002705 - Senior IT Professional RFR
Importance: High

Please have the attached RFR completed ASAP. Also, Winbourne Consulting LLC was listed on the bidder list for this bid solicitation. However, it appears that there may be a system error with the registration (email option). Our bureau is looking into.

Thanks,
Abraham Bey
Engineer III
Department of Finance – Bureau of Purchases – Engineering Division

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STATE OF MARYLAND * IN THE
 V. * CIRCUIT COURT
 INVESTMENT MANAGMENT
 ENTERPRISE * FOR
 CASE NO.: 115204013 * BALTIMORE CITY
 * * * * *

PLEA AGREEMENT

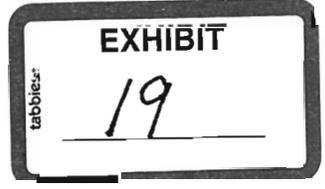
This Plea Agreement contains the terms and conditions that have been reached between the Office of The State's Attorney For Baltimore City, referred to in this Agreement as the State, and the Defendant in the above-captioned case, referred to in this Agreement as the "Defendant".

The terms of this Agreement are as follows:

1. *Defendant will enter a Guilty Plea to Theft Scheme over \$100,000. Defendant fully understands the maximum penalties and fines for the charge.*
2. *On February 3, 2016, the State will present this Agreement to the Court. The State will then read the State's version of the Defendant's involvement in the Theft Scheme of \$165,520 from the Baltimore City Finance Department, (401 East Fayette Street Baltimore, MD 21202), from January 1, 2013 through January 15, 2014. The Court will then enter a guilty verdict to Theft Scheme over \$100,000.*
3. *The Defendant fully understands the State's version of the Defendant's involvement in the Theft Scheme of \$165,520 from the Baltimore City Finance Department, (401 East Fayette Street Baltimore, MD 21202), from January 1, 2013 through January 15, 2014. During the tendering of the Guilty plea, the Defendant will not offer any evidence in opposition to the State's version of the Defendant's involvement in the Theft Scheme.*
4. *At the Defendant's Disposition, the State will make a recommendation regarding the sentence the Defendant shall receive based upon this Agreement. The State will recommend a sentence as follows:*

- ***Theft Scheme Over \$100,000***

- ***Finding of Guilt***
- ***\$25,000 Fine (Suspended pursuant to terms outlined below)***
- ***3 months of Probation***



➤ *Restitution of \$165,520. Restitution is to be paid IN FULL by the conclusion of the 3 month Probationary period.*

➤ *Restitution will be paid to the Defense Attorney who will then send payment(s) from his Escrow Account to:*

Director of Finance
C/O Office of Inspector General
100 North Holliday Street, Suite 640
Baltimore, MD 21202

Assistant State's Attorney Josh J. Felsen will be CC'ed on all restitution payment correspondence.

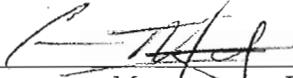
5. *After the Baltimore City Finance Department receives the full restitution amount of \$165,520, the State*
 - ***WILL** enter a Nolle Prosequi in State vs. Twyla Garrett Case #115204012.*
6. *At the conclusion of the Defendant's three (3) month Probationary period, if the Defendant has not engaged in any further criminal conduct, the State*
 - ***WILL NOT** oppose the Defendant's sentence being modified to a Probation Before Judgment and the \$25,000 Fine remaining suspended.*
7. *If at the conclusion of the Defendant's three (3) month probationary period, the Defendant has failed to pay the full restitution amount of \$165,520 to the Baltimore City Finance Department, the State will seek the maximum allowable sentence, including imposition of the \$25,000 fine and an extension of Probation with additional conditions placed on the Defendant's Probation. The State will also proceed with the prosecution of State vs. Twyla Garrett Case # 115204012.*
8. *This Agreement does not protect Defendant in any way from any prosecution for offenses which occur after the execution of this Agreement or for any crimes that may have occurred prior to this Agreement and are not a part of this Agreement as enumerated above.*
9. *The Defendant shall only be permitted to withdraw from this Agreement, if the Court does not agree to bind itself to the State's recommendations outlined above.*
10. *There are no other agreements, promises or understandings between the Defendant and the State. This Agreement can only be amended in a writing signed by all of the parties.*



Joshua J. Felsen (#251158)
Assistant State's Attorney
State's Attorney for Baltimore City
120 East Baltimore Street, 11thth Floor
Baltimore, Maryland 21202
Office: 443-984-6231
jfelsen@stattorney.org

2/3/2016
Date

I have read this Agreement carefully and reviewed every part of it with my attorney. If I do not have an attorney, I expressly state that I understand this Agreement and enter into this Agreement freely and voluntarily without any duress or coercion by anyone whatsoever.



Investment Management Enterprise
Defendant

2/3/16
Date

I am the attorney for the Defendant. I have carefully reviewed every part of this Agreement with the Defendant. To my knowledge the Defendant's decision to enter into this Agreement is an informed and voluntary one.



Camara Mintz, Esquire
Attorney for the Defendant

2/3/16
Date

STATE VS. INVESTMENT MANAGEMENT ENTERPRISE
CASE # 115204013

STATEMENT OF FACTS IN SUPPORT OF GUILTY PLEA

In late 2012 and early 2013, Chris Tonjes, the Director of the Baltimore City's Mayor's Office of Information Technology (MOIT) sought to hire two Information Technology (IT) employees to work under him at the Mayor's Office of Information Technology (MOIT). The two employees were William McClendon, an IT consultant, and Laura Brown, a grant writer/ IT consultant. William McClendon and Laura Brown both worked as independent contractors for the Defendant, a staffing company called Investment Management Enterprise (IME). The President and CEO of the Defendant was Twyla Garrett. The Defendant, acted as an agent or representative for McClendon and Brown. The Defendant worked out the contracts for both McClendon and Brown, handled their timesheets and issued them paychecks.

Due to the nature of their work, IT, McClendon and Brown rarely worked in the MOIT offices located at 401 East Fayette Street, Baltimore, MD 21202. Instead, McClendon and Brown worked from home and would fill out timesheets documenting their hours worked. McClendon and Brown would then submit their completed timesheets to the Defendant. The Defendant would then forward each employee's timesheet to Windbourne Consulting, a consulting firm that handled Baltimore City staffing contracts. Windbourne Consulting would then forward the timesheets to the Baltimore City Finance Department. The Baltimore City Finance Department would process the timesheets and issue payments based on the amount of hours written on the timesheets. The Baltimore City Finance Department then sent these payments to Windbourne Consulting. Windbourne Consulting would then forward the money to the Defendant. From the payments the Defendant received from the Baltimore City Finance Department via Windbourne, Defendant would pay McClendon and Brown for their hours worked.

From approximately January 1, 2013 through January 15, 2014, Defendant altered the time sheets or hours worked reports that were submitted by McClendon and Brown to the Defendant. For example, for the time period of February 16, 2013 through February 28, 2013, McClendon signed and submitted a timesheet to Defendant attesting to working 58 hours for MOIT. Defendant altered McClendon's timesheet to show he worked 78 hours and then forwarded the altered timesheet to Windbourne, who then forwarded the timesheet to the Baltimore City Finance Department for payment. The Baltimore City Finance Department issued a check to Windborne Consulting for the 78 hours that Defendant claimed McClendon had worked. Windbourne then issued a check for the 78 hours to Defendant. Defendant then issued a check to McClendon for the 58 hours he worked---not for the 78 hours that Defendant had claimed McClendon had worked. Defendant kept the extra 20 hours (\$2,840) for itself.

From approximately January 1, 2013 through January 15, 2014, Defendant altered McClendon's timesheets from 1,393 hours to 1,962 hours, resulting in an overpayment by the Baltimore City Finance Department of approximately \$72,652. During that same

time period, Defendant altered Brown's timesheets from 57 hours to 845 hours resulting in an overpayment by the Baltimore City Finance Department of approximately \$92,868. Defendant's submissions of fraudulent timesheets for McClendon and Brown resulted in it receiving approximately \$165,520 in overpayments from the Baltimore City Finance Department.

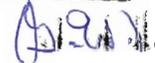
All events occurred in Baltimore City, State of Maryland.

TRUE COPY
TEST



7/6/2016

LAVINIA G. ALEXANDER, CLERK



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STATE VS. INVESTMENT MANAGEMENT ENTERPRISE
CASE # 115204013

STATEMENT OF FACTS IN SUPPORT OF GUILTY PLEA

In late 2012 and early 2013, Chris Tonjes, the Director of the Baltimore City's Mayor's Office of Information Technology (MOIT) sought to hire two Information Technology (IT) employees to work under him at the Mayor's Office of Information Technology (MOIT). The two employees were William McClendon, an IT consultant, and Laura Brown, a grant writer/ IT consultant. William McClendon and Laura Brown both worked as independent contractors for the Defendant, a staffing company called Investment Management Enterprise (IME). The President and CEO of the Defendant was Twyla Garrett. The Defendant, acted as an agent or representative for McClendon and Brown. The Defendant worked out the contracts for both McClendon and Brown, handled their timesheets and issued them paychecks.

Due to the nature of their work, IT, McClendon and Brown rarely worked in the MOIT offices located at 401 East Fayette Street, Baltimore, MD 21202. Instead, McClendon and Brown worked from home and would fill out timesheets documenting their hours worked. McClendon and Brown would then submit their completed timesheets to the Defendant. The Defendant would then forward each employee's timesheet to Windbourne Consulting, a consulting firm that handled Baltimore City staffing contracts. Windbourne Consulting would then forward the timesheets to the Baltimore City Finance Department. The Baltimore City Finance Department would process the timesheets and issue payments based on the amount of hours written on the timesheets. The Baltimore City Finance Department then sent these payments to Windbourne Consulting. Windbourne Consulting would then forward the money to the Defendant. From the payments the Defendant received from the Baltimore City Finance Department via Windbourne, Defendant would pay McClendon and Brown for their hours worked.

From approximately January 1, 2013 through January 15, 2014, Defendant altered the time sheets or hours worked reports that were submitted by McClendon and Brown to the Defendant. For example, for the time period of February 16, 2013 through February 28, 2013, McClendon signed and submitted a timesheet to Defendant attesting to working 58 hours for MOIT. Defendant altered McClendon's timesheet to show he worked 78 hours and then forwarded the altered timesheet to Windbourne, who then forwarded the timesheet to the Baltimore City Finance Department for payment. The Baltimore City Finance Department issued a check to Windborne Consulting for the 78 hours that Defendant claimed McClendon had worked. Windbourne then issued a check for the 78 hours to Defendant. Defendant then issued a check to McClendon for the 58 hours he worked---not for the 78 hours that Defendant had claimed McClendon had worked. Defendant kept the extra 20 hours (\$2,840) for itself.

From approximately January 1, 2013 through January 15, 2014, Defendant altered McClendon's timesheets from 1,393 hours to 1,962 hours, resulting in an overpayment by the Baltimore City Finance Department of approximately \$72,652. During that same

EXHIBIT

tabbles

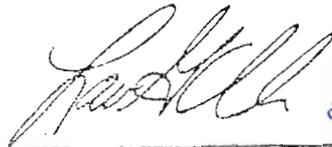
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time period, Defendant altered Brown's timesheets from 57 hours to 845 hours resulting in an overpayment by the Baltimore City Finance Department of approximately \$92,868. Defendant's submissions of fraudulent timesheets for McClendon and Brown resulted in it receiving approximately \$165,520 in overpayments from the Baltimore City Finance Department.

All events occurred in Baltimore City, State of Maryland.

TRUE COPY

TEST



7/6/2016
A.S.W.

LAVINIA G. ALEXANDER, CLERK



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Exempt/Hourly Time Card
Prepared in Accordance with IME's Administrative Policy

STF is reimbursed by the U.S. Government in part based upon its time records. Improper preparation of these records could be deemed a violation of Federal law and subject the company and its employees to civil and criminal penalties. To the best of my knowledge, the information on this timecard is accurately reported and has been completed in compliance with STF's time charging policies.

CERTIFICATION

SIGNATURE _____
APPROVAL (Supervisor) _____

DATA ENTRY USE ONLY
ACCRUAL EXCEEDED
 If Corrected Hours
 Holiday
 Comp Leave

Home Department No.	
Employee No.	
Pay Period	02/16/13 - 02/28/13
Loc. #	

Name: William McClendon
(Please Print) Last Name, First Name

REGULAR
 DUMMY
REPLACEMENT

LATE
CORRECTING*
*To be attached to Adjusting Time Card

HOURS	HOUR ALLOCATION											REGULAR & ABSENCE TOTAL	UNCOMP. TOTAL	SHIFT CODE	SUBPROJECT				GLA			
	16	17	18	19	20	21	22	23	24	25	26				27	28	29	30		31	DEPT	CONTR
HOLIDAY																						
COMP LEAVE																	0					
Sick Leave																	0					
OTHER																	0					
REGULAR			8	8	8	8	8			10	10	10	8				78					
UNCOMP.																	0					
UNCOMP.																	0					
REGULAR																	0					
UNCOMP.																	0					
REGULAR																	0					
UNCOMP.																	0					
REGULAR																	0					
UNCOMP.																	0					
TOTAL REG & ABSENCES			8	8	8	8	8			10	10	10	8				78					
TOTAL UNCOMP.																	0					

MILITARY ESW
HOURS CODE
VOTING L
LMOP L

EXHIBIT

22

521999

1.

→



INVESTMENT MANAGEMENT ENTERPRISE INC INVOICE

Contractor Name and Address
Contractor Remit to Address (if other than Name and Address listed above)

Investment Management Enterprise
1010 Vermont Ave NW Suite 200
Washington, DC 20005



DC PO Number
Date of Invoice
IME Inc Invoice Number
Period of Performance Invoice is being submitted for

P521092 - B50002705
3/4/2013
WBG_13_004
2/16/13 - 2/28/13

Terms
Agency

Net 10 Days
Senior IT Professional
MOIT Baltimore City

Labor Category
Senior Functional Analyst
Subtotal

Item	QTY	Rate	Total
1	78.0	136.02 \$	10,609.56
		78.0	10,609.56
		1320	

Total Price For Task Order Period That Invoice Is Being Submitted For
TOTAL DUE to IME

\$ 10,609.56

Previous Invoiced Amount
Cumulative Price Invoiced To Date For Task Order

\$ 23,939.52
\$ 34,549.08

WC-2022

Certification of Accuracy
IME certifies that to the best of our knowledge and belief, all services/supplies shown in this invoice have been performed, delivered, accepted or incorporated into an item to be delivered. IME certifies that all costs contained in the invoice are current, complete and accurate and has in its possession appropriate substantiating documentation for any invoiced travel, subsistence, lodging, and other Direct Costs charges.

Jayla N. Garrett

3/4/2013

President and CEO of IME Inc.

Date

1

→

Winbourne Consulting LLC
1611 North Kent Street
Suite 802
ARLINGTON, VA 22209

WINBOURNE™ CONSULTING, LLC

Invoice

Bill To:
Baltimore City Finance
401 E Fayette Street
5th Floor
Baltimore, MD 21202

Invoice #: WC-3022
Invoice Date: 3/7/2013
Due Date: 4/6/2013

Account #
1001-000000-1474-167700-603026
P.O. Number:
P521092

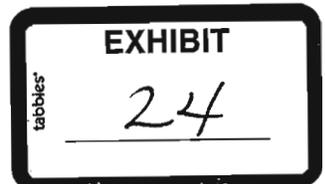
Project: **IME-MTS PO P521092**

Date	Hours	Item	Description	Rate	Amount
2/28/2013	78	William McClendon	78 Hours for Senior IT Professional Vendor Number 00027990	142.00	11,076.00

Thank you for your business.

Total	\$11,076.00
Payments	\$0.00

Balance Due \$11,076.00



1

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MAYOR AND CITY COUNCIL OF BALTIMORE

ACCOUNTS PAYABLE DIVISION

Baltimore, MD 21202-3419

M&T Bank

Manufacturers and Traders Trust Company

Check Number

1272666

7-21/520

Pay

Twenty One Thousand Nine Hundred Twenty Eight Dollars and 60 Cents

To The Order Of Winbourn Consulting LLC

1611 R Kirtz Street
SUITE 902
Arlington, VA 22209



DATE: APR 4, 2013 AMOUNT: [REDACTED]

VOID AFTER 180 DAYS FROM CHECK DATE

Spencer Baker
MAYOR

Henry Belote
DIRECTOR OF FINANCE

⑆1272666⑆ ⑆052000113⑆1970196796⑆

040913 5221060600688 > 055003298 < EB 0040

PLEASE CONTACT YOUR BANK FOR MORE INFORMATION

YOUR ACCOUNT IS THE MOST IMPORTANT TO US
DO NOT SIGN WRITE OR STAMP BELOW THIS LINE
NON-DEPOSITARY BANK USE ONLY

PAY TO THE ORDER OF
EARLE BANK
FOR DEPOSIT ONLY
WINBOURN CONSULTING
020009724

EXHIBIT
25
tabbles



PRINTED ON WASHINGTON STATE SECURITY PAPER. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0066008
Office AU #

11-24
1210(8)

CASHIER'S CHECK

6600801141

Remitter: MELISSA TURNER
Operator I.D.: u382715 de000077

February 02, 2016

PAY TO THE ORDER OF
***DIRECTOR OF FINANCE ***
***C/O OFFICE OF INSPECTOR GENERAL ***

One hundred sixty-five thousand five hundred twenty dollars and no cents **\$165,520.00**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1300 CONNECTICUT AVE NW
WASHINGTON, DC 20036
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 165,520.00

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑆6600801141⑆ ⑆121000248⑆486⑆ 509735⑆





DEPARTMENT OF THE NAVY
OFFICE OF THE GENERAL COUNSEL
720 KENNON STREET SE RM 214
WASHINGTON NAVY YARD DC 20374-5012

SEP 30 2016

MEMORANDUM IN SUPPORT OF NOTICE OF DEBARMENT:

TWYLA GARRETT;
INVESTMENT MANAGEMENT ENTERPRISES
IME CONSULTING SERVICES
AGILE MANAGEMENT INC.;
T&R TRANSPORT SOLUTIONS;
MOCHA FUSION SPORTS CAFÉ AND LOUNGE INC.;
2020 MARTINI CAFÉ AND LOUNGE, INC.; AND
GARRETT ENTERTAINMENT CORPORATION

Dear Ms. Garrett:

Effective this date you, Twyla Garrett (Garrett), Investment Management Enterprises d/b/a IME Consulting Services (IME) d/b/a Agile Management Inc.; T&R Transport Solutions; Mocha Fusion Sports Café and Lounge, Inc.; 2020 Martini Café and Lounge; and, Garrett Entertainment Corporation (collectively, “the Named Parties”) are debarred from Federal Government contracting and from directly or indirectly receiving the benefits of Federal assistance programs. This action is initiated pursuant to the authority and the procedures contained in the Federal Acquisition Regulation (“FAR”) Subpart 9.4, Department of Defense FAR Supplement 209.4 and Appendix H, and 2 C.F.R. Part 1125. The effects of debarment are set forth in the Notice of Proposed Debarments, incorporated by reference, as well as in the aforementioned regulations.

On April 14, 2016, as the Department of Navy’s (DON) Suspending and Debaring Official (SDO), I issued the Named Parties a Notice of Proposed Debarment pursuant to: (1) FAR 9.406-2(a) (1), conviction and commission of a criminal offense in performing a public contract; (2) FAR 9.406-2(a)(3), commission of theft and; (3) FAR 9.406-2 (c), any other cause of so serious or compelling a nature that it affects the present responsibility of the contractor. In addition, the Named Parties were individually served notice of the proposed debarment pursuant to FAR 9.406-1(b) as affiliates of IME which acted through its owner Garrett.

INFORMATION IN THE ADMINISTRATIVE RECORD

Garrett is the President, Chief Executive Officer, and the Registered Agent of IME. IME has an office at 1211 Connecticut Avenue, NW, Suite 414, Washington DC. It was registered as a Virginia corporation in 2004. The Federal Procurement Data System, “EZ Search” confirms that IME has entered into contracts with the DON and other Federal agencies, and counsel for Garrett admits that IME has an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with the DON.¹

¹ In her written response, Garrett claims that she does not have “several contracts” with the Department of the Navy and that the evidence in the Administrative Record “is silent on which federal agencies hold these contracts with IME.” The Administrative Record includes evidence from the Federal Procurement Federal Procurement Data Systems – Next Generation (FPDS) that IME has been

IME employed or arranged the employment of two individuals (employees) to work under the City of Baltimore's Mayor's Office of Information Technology (MOIT) contract, providing information technology services. In violation of Md. Code Ann., Crim. Law § 7-104(g)(1)(iii), from approximately January 1, 2013 through January 15, 2014, IME, through Garrett, devised and implemented a scheme whereby IME would inflate its employees' timesheets for the hours worked and submit it to the prime contractor. The prime contractor would then forward IME's timesheet to Baltimore City's Finance Department for payment. Thereafter, Baltimore City would pay the prime contractor who thereafter would issue IME a check for the hours worked. IME would then pay its employees and keep the excess money resulting in obtaining an additional overpayment of \$165,520. See the Application for Search and Seizure Warrant, dated October 27, 2015.

On February 3, 2016, IME entered into a settlement with the State of Maryland, Circuit Court for Baltimore City to plead guilty to one count of Theft Scheme over \$100,000 in exchange for the Garrett's charges to be dropped. Additionally, IME agreed to pay Baltimore City's Finance Department \$165,520 in restitution and serve three months' probation.²

LEGAL STANDARD

The FAR 9.406-1(a) provides: "It is the debarring official's responsibility to determine whether debarment is in the Government's interest. The debarring official may, in the public interest, debar a contractor for any of the causes in 9.406-2, using the procedures in 9.406-3." Before arriving at a debarment decision, the debarment official should consider the seriousness of the contractor's actions or omissions, as well as remedial measures and mitigating factors. *Id.* A preponderance of evidence must support the debarment action, under causes found at FAR 9.406-2. The FAR, at Part 2.101, defines a preponderance of evidence as, "Proof by information that, compared with that opposing it, leads to the conclusion that the fact at issue is more probably true than not."

MATTERS IN OPPOSITION

That Notice of Proposed Debarment afforded the Named Parties the opportunity to submit information in opposition of the proposed debarment. Through then Counsel, Ms. Christine Funk of Deale Services, LLC, timely submitted a written response on behalf of the Named Parties on May 20, 2016. Pertinent information of the response is detailed below.

- Garrett, in a collateral attack, asserts that the guilty plea entered by IME before the State of Maryland was incorrect. Counsel explains that the State of Maryland permitted IME to make an unopposed motion for *Probation Before Judgment* (PBJ). The effect of a PBJ is that the defendant is discharged without a judgment of conviction, and "is not a conviction for the purpose of any disqualification or disability imposed by law because of a conviction of a crime. Md. R. Crim. Pro. § 6-220 (g)(3)." IME at 4-5.³

the recipient of contracts with the Naval Sea Systems Command in fiscal years 14, 15 and 16, and it is noted that the FPDS references DON contracts entered into in the past.

² The record has been corrected to indicate that the Government entered a *Nolle Prosequi* in the criminal manner against Garrett. Garrett did not enter a plea of nolo contendere.

³ Through Counsel, the Administrative Record was supplemented to include the State of Maryland, Circuit Court for Baltimore City's Order to strike IME's conviction in accordance with the terms of the settlement agreement, restitution of \$165,000 in restitution and three months' probation. On May 29,

- In addition, Garrett claims that the underlying facts surrounding IME's felony charge are inaccurate. Specifically, Garrett asserts that the alterations of the timesheets were done at the direction of Chris Tonjes (Tonjes), a Baltimore City Official. As evidence, Garrett submits an e-mail conversation between she and Tonjes. On November 23, 2012, at 1:49pm, Tonjes stated "You are going to be disqualified. I believe you exceeded the rate for that labor category. *You need to convert expense to hourly rate to recoup all costs.*" Garrett argues that she was merely acting at the direction of a city employee.⁴ IME at 3.
- As additional mitigating evidence, Garrett provided the following for SDO's consideration: (1) Character references of Garrett; (2) IME corporate policies on Timekeeping, Standards of Conduct, Ethics and Compliance; (3) IME Employee Handbook and; (4) Affidavit from former Department of State contract officer representative.

On July 29, 2016 Garrett's Counsel was informed of DON concerns regarding the authenticity of the evidence provided in Garrett's MIO, namely the e-mail conversations between Garrett and Tonjes, IME Exhibits 1 & 2. In response, on August 4, 2016, Garrett submitted a sworn affidavit in accordance with 18 U.S.C. 1001 (a) that the email dated January 31, 2013 to Tonjes, IME Exhibit 2, was accurate. Upon receipt, my office contacted Garrett's Counsel and informed her that the e-mail in question is referenced under IME Exhibit 1.

On August 12, 2016 Garrett and Counsel made a personal appearance to elaborate upon the May 20, 2016 written MIO submission. Pertinent information of the meeting is detailed below.

- During the in-person meeting, Garrett spoke of her credentials as an accountant by trade and elaborated on IME's recent accolades, improvements and awards for quality and service.
- Garrett detailed the circumstances that led up to her arrest and IME's ultimate settlement agreement with the City of Baltimore.
- When asked to verify the veracity of the IME Exhibit 1 e-mail exchange, Garrett indicated that she could not attest to the authenticity of the conversation with Tonjes. Garrett explained that at the time of Baltimore City's investigation, IME's computer servers were deleted, and that she had no way of retrieving prior e-mails. Further, Garrett stated that she allowed her subordinates to log-in to her e-mail account and send e-mails on her behalf.

At the conclusion of the in-person meeting, I reiterated to Garrett and her Counsel that IME Exhibit 1 contained information that could have a material effect, not only on Garrett's credibility, but

2016, IME filed a motion for Reconsideration of the Sentence. On June 3, 2016 IME demonstrated the completed terms of the settlement agreement. The Court granted IME's Request for Reconsideration and ordered that IME's conviction be stricken and substituted for a Probation Before Judgment and one year of unsupervised probation.

⁴ This assertion is contrary to the signed plea agreement IME entered into with the State.

the debarment determination, and further advised the respondents to be mindful of the penalties for submitting false information to a Government Official. Thereafter, Garrett and her Counsel were directed to confirm the authenticity of IME Exhibit 1 and provide a supplemental response to my office within 30 days.

On August 29, 2016, Garrett's Counsel withdrew from representation of the Named Parties. To date, Garrett, nor a representative on her behalf, have provided any additional documentation to supplement the current administrative record.

BASIS FOR ACTION

As set forth above, the proposed debarment was based on FAR 9.406-2(a)(1), conviction and commission of a criminal offense in performing a public contract; FAR 9.406-2(a)(3), conviction and commission of theft; and, FAR 9.406-2(c), any other cause of so serious or compelling a nature that it affects the present responsibility of the contractor. Despite IME's active conviction at the time proposed debarment proceedings were initiated, I am now persuaded by the State of Maryland, Circuit Court for Baltimore City's June 3, 2016 Order, that IME's "conviction" (as defined by FAR 2.101, Definitions) no longer exists. Thus the "conviction" based basis of a debarment action, pursuant to FAR 9.406-2(a), premised entirely upon the State of Maryland, Circuit Court for Baltimore City, conviction, dated, February 3, 2016, would not survive the June Order.

"[T]he contractor has the burden of demonstrating, to the satisfaction of the debarring official, its present responsibility and that debarment is not necessary" where the evidence establishes the existence of a cause for debarment. FAR 9.406-1(a). The focus of a present responsibility inquiry is to determine whether the contractor possesses the requisite business integrity and honesty necessary to be trusted to contract with the Government. In assessing a contractor's present responsibility, FAR subpart 9.406-1 instructs that, "[t]he existence of a cause for debarment, however, does not necessarily require that the contractor be debarred; the seriousness of the contractor's acts or omissions and any remedial measures or mitigating factors should be considered in making any debarment decision."

ANALYSIS AND FINDINGS

After carefully considering the information contained in the Administrative Record, including the Named Parties' written and in-person MIO, I have determined that a preponderance of the material and credible evidence establishes the existence of a cause for debarment, pursuant to FAR 9.406-2(c), conduct so serious and compelling a nature that it affects the present responsibility of the contractor.⁵

Through its president, Garrett, who stood to personally gain, IME engaged in serious misconduct that occurred in connection with timekeeping and deceptive invoicing on a public contract. Garrett's acts of altering amounts submitted for payment by IME, her use of false and inaccurate billing is of so serious and compelling a nature that it calls into question Garrett's present responsibility. IME's February 3, 2016, Plea Agreement describes the scheme and the underlying

⁵ Castano v. INS, 956 F.2d 236 (11th Cir. 1992) (Petitioner appealed from an order of the Board of Immigration Appeals finding in favor of the agency that the petitioner could be denied admission pursuant to 8 U.S.C.S. § 1182(a)(23)(B) based on the facts underlying an expunged drug conviction). See also Ikenokwalu-White v. INS, 316 F.3d 798, 804 (8th Cir. 2003) (An Immigration Judge may consider expunged convictions in making a moral character determination).

material facts establishing that IME's President and CEO, Garrett, falsified employee timecards resulting in the theft of \$165,520 from the City of Baltimore. Garrett, consistent with the material facts contained in the signed plea agreement, made restitution in the amount of \$165,520 on behalf of IME, to Baltimore City's Director of Finance.

I. E-MAIL CORRESPONDENCE BETWEEN GARRETT AND TONJES

In her written and in-person MIO, Garrett attempts to collaterally attack and undermine the material facts, which have not been challenged in the criminal State proceeding, asserting before this jurisdiction that she was directed by a Baltimore City employee to alter the actual hours worked on IME's employee timecards. Garrett submits an e-mail dated November 23, 2012 at **1:49pm** as evidence of the e-mail sent from Tonjes to Garrett. "You are going to be disqualified. I believe you exceeded the rate for that labor category. *You need to convert expense to hourly rate to recoup all cost. At the rate we have on the contract.*" IME Exhibit 1.⁶

During the investigation into IME's conduct, a search warrant was issued to Microsoft Corporation to recover the contents of Tonjes and Garrett's November 23, 2012 conversation. Microsoft Corporation was able to provide the original correspondence from Tonjes to Garrett. Contrary to Garrett's Exhibit 1, the e-mails submitted by Garrett to the SDO wherein it is stated, "You are going to be disqualified. I believe you exceeded the rate for that labor category" [emp. ad.], the original conversation submitted by Microsoft Corporation, dated November 23, 2012 at **1:50pm**, does not contain any statements concerning *converting expenses to an hourly rate*.⁷

Even if the statements *concerning converting expenses to an hourly rate* were true, no statement made by Tonjes could authorize IME to bill for any amount other than what was provided for in the original contract approved by the BOE. Further, IME, which purportedly has been in business for over 16 years, and the recipient of multiple accolades and awards for Government service, is charged with knowing the extent of municipal officers' authority. Gontrum, 182 Md. at 378 (citing Dillon on Municipal Corporations, 5th Ed., sec 777). Further, "No principle of the law relating to municipal corporations is more firmly established than that those who deal with their agents or officer must, at their peril, take notice of the limits of the powers both of the municipality and of those who assume to act as its agents and officers; and in no State has this principle been more frequently applied or more rigidly enforced than in Maryland." Alternatives Unlimited, Inc. v. New Baltimore City Bd. Of Sch. Comm'rs., 155 Md. App. 415, 427 (2004) (emphasis added) (quoting State v. Kirkley, 29 Md. 85, 110 (1869)).

Furthermore, Garrett relied upon the facts agreed upon in the plea agreement to support IME's guilty plea and the disposition of the offenses against her. Garrett benefitted from the plea agreement she entered into; the State, in reliance upon IME's guilty plea, did dismiss charges against Garrett in

⁶ In the review of Garrett's written May 20, 2016 MIO response, initial concerns were raised surrounding the veracity of IME Exhibit 1 and 2 (e-mail correspondence between Garrett and Tonjes). On July 29, 2016, the concerns of authenticity were brought to the attention of Garrett's Counsel. On August 4, 2016, Garrett submitted a sworn affidavit under 18 U.S.C. 1001(a) attesting to the veracity of IME Exhibit 2 but failed to address IME Exhibit 1.

⁷ Garrett was not provided a copy of the search warrant issued to Microsoft Corporation. The search warrant and accompanying original e-mails were obtained from the City of Baltimore as part of the Navy Acquisition Integrity Offices' ordinary course of exercising due diligence in validating information provided in MIOs.

her individual capacity and has, consistent with the terms of the agreement, converted her conviction into a PBJ and probation. In short, having maintained a contrary position before the State, one which she received the benefit from, she should be estopped in this proceeding from taking a position that the facts are contrary to the agreement she entered and has benefitted from.

I find the evidence presented by Garrett concerning the content of the e-mail exchange between Tonjes and Garrett unreliable and false. It does not raise a genuine dispute over material facts. Garrett's submission of altered documentation is evidenced not only by the original e-mails produced by Microsoft Corporation, but also by Garrett's inability to identify the source of e-mail she submitted for my consideration. Further, I find that after the authenticity issue was brought to her attention, providing Garrett the opportunity to re-evaluate her position and correct the record, Garrett chose to attempt to further bolster her argument by providing a sworn affidavit attesting to an e-mail exchange not at issue. Garrett refused to attest to the veracity of the IME Exhibit 1. Instead, Garrett stated during the in-person MIO, "It is possible that someone else wrote the e-mail." When asked why Garrett would submit a purportedly relevant e-mail that she did not recall writing, and could not identify the author, to the SDO for debarment consideration, Garrett failed to respond.

For the aforementioned reasons, I do not find that this document and statements made by Garrett and counsel, who has now withdrawn from representation, create a genuine dispute as to a material fact. IME's changing story, as relayed by Garrett, concerning the content of the e-mails provided in consideration of the debarment matter reflects poorly on the credibility of IME and its principal. I find both Garrett's written and in-person MIO to be self-serving and unreliable. Finally, I note that pursuant to Baltimore City Code Art. 5 § 40-2, "Debarment from City Contracts," Baltimore City's Board of Estimates "may treat the imposition of probation before judgment (PBJ) as a conviction." Thus in the State jurisdiction, the PBJ does not preclude debarment as a conviction based action. While we are not relying upon the conviction as a basis itself, we believe the effects of this code are consistent with the approach in the FAR, which is premised upon protecting the government, not punishment. Accordingly, the basis of debarment, pursuant to FAR 9.406-2(c), is established by the preponderance of credible evidence.

II. 9.406-1 MITIGATING FACTORS

Pursuant to FAR 9.406-1(a), before arriving at a decision to debar, the SDO should consider remedial measures and any mitigating factors.

- Did the Contractor Have Effective Standards of Conduct and Internal Controls at the Time the Misconduct Took Place (FAR 9.406-1(a)(1)):
 - IME asserts that it had begun implementing "structural changes" to the company prior to its July 2015 indictment by the City of Baltimore. There is no evidence that IME had internal controls in place prior to the City of Baltimore launching its investigation into IME's theft scheme. On February 3, 2016 IME entered into an agreement to plead guilty to one count of Theft Scheme Over \$100,000 and on February 21, 2016 IME adopted a new corporate compliance and ethics program.
 - IME has published a contract management policy and procedure guide, implemented in October 2105.

- Did the Contractor Bring the Misconduct to the Attention of the Appropriate Government Agency in a Timely Manner (FAR 9.406-1(a)(2)):
 - IME provides an affidavit of a former Department of State, Passport Services, Division Chief and Contracting Officer Representative, indicating that he received a call from Garrett on August 3, 2015 disclosing the criminal charges pending against IME and Garrett and adding that the agency chose to conduct business as usual, not to terminate the contract, or initiate debarment, because the charges were, "... only allegations." He adds that IME performed billing and all tasks assigned with integrity.
- Did the Contractor Fully Investigate the Circumstances Surrounding the Misconduct and Make the Result of the Investigation Available (FAR 9.406-1(a)(3)):
 - There is no evidence in the administrative record to suggest that IME launched an internal investigation concerning the allegations raised by Baltimore City. The focus of the misconduct was IME's President and CEO, Garrett. No such investigation was provided to the DON by IME or Garrett. Counsel for IME submits however that the results of the investigation are available to the Government, specifically identifying the plea agreement between the State of Maryland and IME.
- Did the Contractor Cooperate Fully with the Government (FAR 9.406-1(a)(4)):
 - Garrett purports to have cooperated with law enforcement during the pendency of its investigation into IME's fraud scheme. During the investigation, however, Garrett submitted to the City of Baltimore the same November 23, 2012 untraceable and misleading e-mail as evidence of Garrett being directed to overcharge the MOIT contract. IME did enter a guilty plea to the charge.
- Did the Contractor Pay or Agree to Pay All Criminal, Civil, and Administrative Liabilities (FAR 9.406(1)(a)(5)):
 - IME paid the full amount of restitution, \$165,520, in accordance with the guilty plea agreement, to the Director of Finance, City of Baltimore.
- Did the Contractor Take Appropriate Disciplinary Actions Against the Individuals Responsible for the Misconduct (FAR 9.406(1)(a)(6)):
 - As President and CEO of IME, disciplinary action was not taken against Garrett nor any other employee.
- Did the Contractor Implement or Agree to Implement Remedial Measures (FAR 9.406(1)(a)(7)):
 - IME has retained Mr. Adam Habibi, as Corporate Counsel, who in January of 2016 presented ethics training and assisted in the development of an IME code of ethics. IME has also secured the services of consultant or created new positions of

Corporate Counsel and Ethics Compliance Officer. Further, new policies, procedures and trainings have been updated and disseminated throughout IME.

- Did the Contractor Institute or Agree to Institute New or Revised Review and Control Procedures and Ethics Training Programs (FAR 9.406(1)(a)(8)):
 - IME asserts that all of its employees have been updated on IME's new internal controls and policies.
- Did the Contractor Have Adequate Time to Eliminate the Circumstances Within its Organization That Led to the Cause for Debarment (FAR 9.406(1)(a)(9)):
 - IME has implemented new policies and procedures in hopes of preventing future billing issues. However a new ethical culture does not appear to have taken root as evidenced by the president's obfuscation regarding IME Exhibit 1.
- Did the Contractor's Management Recognize and Understand the Seriousness of the Misconduct and Implement Programs to Prevent Recurrence (FAR 9.406(1)(a)(10)):
 - Garrett does not accept responsibility for the overpayments made to IME. Instead, Garrett continues to represent that she was directed by a Baltimore City employee to increase costs on the MOIT contract which she purports to have done by altering the hours the employees worked.
 - Further, Garrett fails to address the material fact that it was she who stood to gain as IME's owner, benefitted personally from the alterations and modifications to the invoices for the costs of providing the employees.

I have considered the Named Parties mitigating factors which do include modifying and implementing new processes, conducting training, obtaining assistance of professionals, and an annual audit. I find that given, the continued attempt to mislead and fabricate evidence, these measures do not fully address the concerns raised in the Notice of Proposed Debarments. As discussed above, I have also considered as aggravating factors that IME did not have adequate controls in place at the time of its misconduct; it did not fully disclose its misconduct to the Government; and that an ethical culture does not appear to have taken root, there has not been sufficient time to eliminate the circumstances that led to the misconduct described above. Accordingly, after consideration of all mitigating and aggravating factors, including consideration of all applicable factors under FAR 9.406-1(a), I have determined that a debarment term of five years is appropriate and commensurate with the serious and compelling nature of the misconduct.

III. AFFILIATION AND IMPUTATION

The FAR provides that the Debarring Official may extend the debarment decision to include any affiliates of the contractor if they are: (1) specifically named, (2) given written notice of the proposed debarment and an opportunity to respond. FAR 9.406-1(b).⁸ In her MIO, Garrett

⁸ Pursuant to FAR 9.403, Business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests

acknowledges ownership of all the Named Parties. Through IME, Garret's misconduct of falsifying timecards, which was further compounded when she provided false information to a Government Official, demonstrates an astounding lack of business integrity and an extraordinary departure from the requisite responsibility expected of those who participate in the Government's acquisition processes. The Administrative Record contains insufficient assurances that any of Garrett's business affiliates would act differently or that Garrett would not similarly cause her other businesses to engage in compelling and serious misconduct and fraudulent activity.

DECISION

Having carefully considered the Administrative Record, I find by a preponderance of the evidence, the following: (1) the evidence establishes cause for the debarment of the Named Parties pursuant to FAR 9.406-2(c); (2) the Named Parties have not demonstrated present responsibility; and, (3) debarment is in the public interest and necessary to protect the Government's interests. Under the totality of these circumstances and considerations, I have determined that a five-year debarment term is appropriate and commensurate with the seriousness of the Named Parties' misconduct.

The debarment is effective immediately. The debarment period will run from the date of the proposed debarment in this matter, April 14, 2016, and will terminate on April 13, 2021. Any communication concerning this matter should be directed to: Ms. Toya Davis, Assistant Counsel, Acquisition Integrity Office, at Toya.H.Davis@navy.mil or (202) 685-7267.


CATHERINE L. KESSMEIER
Suspending and Debarring Official
Assistant General Counsel
(Acquisition Integrity)

among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contractor or that was debarred, suspended, or proposed for debarment.

MINUTES

Clerk: "The Board is now in session for the receiving and opening of bids."

BIDS, PROPOSALS, AND CONTRACT AWARDS

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

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 Purchases - B50004735, One Ton Crew Cab Dump
Truck

Hertrich Fleet Services
Chapman Auto Group
Bayshore Ford Truck Sales
Chas S. Winner, Inc. d/b/a Winner Ford, Inc.

Bureau of Purchases - B50004763, Patrol Rifles and
Accessories

Arms Unlimited, Inc.
Business Services
Atlantic Tactical, Inc.
Clyde Armory Inc.

MINUTES

Bureau of Purchases - B50004772, Instruments and
Instrumentation Parts

Chesapeake Flow Solutions, LLC

Bureau of Purchases - B50004779, Hydrogen Peroxide
Solution

George S. Coyne Chemical Co.
Evoqua Water Technologies
Brenntag Northeast, Inc.
U.S. Peroxide, LLC d/b/a USP Technologies

Bureau of Purchases - B50004782, Mobile and Portable
Barriers

Nasatka Barrier Incorporated

Bureau of Purchases - B50004784, Cutaway Vans with a
Dry Freight Body

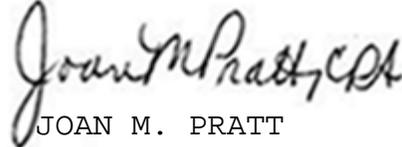
Hertrich Fleet Services
Chapman Auto Group*
Bayshore Ford Truck Sales
Chas S. Winner, Inc. d/b/a Winner Ford, Inc.

*Clerk's Note: The Board approved the Bureau of Purchases to evaluate whether the non-responsive bid security can be cured and to report to the Board on the results so that the Board can consider the Bureau of Purchases' recommendation and the underlying results of the bid security for the Board's approval, with the proviso that the Board's action does not set a precedent and applies only to the bids listed in the Board memo approved by the Board on November 23, 2016.

MINUTES

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There being no objections, the Board, UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, November 02, 2016.



JOAN M. PRATT
Secretary