

MINUTES

REGULAR MEETING

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

The meeting was called to order by the President.

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President: "I will direct the Board members attention to the memorandum from my office dated April 16, 2012, 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."

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

Comptroller: "Second."

President: "All those in favor say 'AYE'. Those opposed 'NAY'. The motion carried. 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:

Advanced Government & Industrial Security, Inc.	\$	162,000.00
Alliance Roofing & Sheet Metal, Inc.	\$	8,000,000.00
Armada Hoffler Construction Company	\$	40,284,000.00
Armond Cassil Railroad Construction, Inc.	\$	118,710,000.00
Axis Company, Inc.	\$	1,500,000.00
Bob Andrews Construction, Inc.	\$	180,000.00
CCTV Master, LLC	\$	423,000.00
Hess Construction + Engineering Services Inc.	\$	127,962,000.00
Iacoboni Site Specialists, Inc.	\$	40,518,000.00
Itron, Inc.	\$	4,131,882,000.00
Masonry Resurfacing and Construction Co., Inc.	\$	27,000.00
Mylander Builders, LLC	\$	531,000.00
National Metering Services, Inc.	\$	1,341,000.00
Sparks Quality Fence Co.	\$	756,000.00
Structural Preservation Systems, LLC.	\$	5,680,000.00

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:

A. Morton Thomas and Associates, Inc.	Landscape Architect Engineer Land Survey
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MINUTES**BOARDS AND COMMISSIONS**

BOTA Consulting Engineers, Inc.	Engineer
Edmeades & Stromdahl, LTD	Architect
Hillis-Carnes Engineering Associates, Inc.	Engineer
JRS Architects, Inc.	Architect
Waldon Studio Architects & Planners, PC	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.

MINUTES

Department of Audits - Audit Report and Related Audit Digest

The Board is requested to **NOTE** receipt of the following Audit Report and Related Audit Digest:

Peer Review Report of the Department of Audits for the Period January 1, 2009 through December 31, 2011.

The Board **NOTED** receipt of the Audit report and related digest.

MINUTES

Law Department - Settlement Agreements and Releases

The Board is requested to approve the settlement agreements and releases of the following claims. The settlement agreements and releases have been reviewed and approved by the Settlement Committee of the Law Department.

1. Corey Norris \$115,000.00

Account: 2036-000000-1752-175200-603070

2. Westley Williams v. Officer Laronde, et al. \$155,000.00

Account: 1001-000000-2041-195500-603070

UPON MOTION duly made and seconded, the Board approved the Settlement Agreements and Releases as requested by the Law Department. The President voted **NO** on item no. 2.

MINUTES

TRANSFERS OF FUNDS

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UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

1391 - 1393

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>Baltimore Development Corporation</u>		
1. \$166,675.00 22 nd EDF	9910-904115-9600 Constr. Res. West Side Initiative	9910-906835-9603 Westside Project Initiative
This transfer will provide funds for administrative expenses to be incurred by the Department of General Services in the administration of the Read's Stabilization Project (\$48,930.00) and the Greyhound Demolition Project (\$117,745.00). Both the Read's and Greyhound projects are associated with the Westside Redevelopment Initiative Area.		
2. \$ 31.60 15 th EDF	9910-994001-9600 Constr. Res. Unallocated Res.	9910-902879-9601 Coml. Revitalization
2,397.00 15 th EDF	9910-994001-9600 Constr. Res. Unallocated Res.	9910-906575-9601 E. Balto. Ind. & Coml. Dev.
2,217.50 19 th EDF	9910-994001-9600 Constr. Res. Unallocated Res.	9910-905852-9601 Economic Dev. Incentive
3,440.00 21 st EDF	9910-902483-9600 Constr. Res. Balto. Ind. & Coml. Dev.	9910-903483-9601 S. Balto. Ind. & Coml. Dev.
2,119.00 21 st EDF	9910-903354-9600 Constr. Res. W. Balto. Ind. & Coml. Dev.	9910-904354-9601 W. Balto. Ind. & Coml. Dev.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>BDC - cont'd</u>		
4,620.00 21 st EDF	9910-905575-9600 Constr. Res. E. Balto. Ind. & Coml. Dev.	9910-906575-9601 E. Balto. Ind. & Coml. Dev.
5,189.92 22 nd EDF	9910-904115-9600 Constr. Res. Westside Initiative	9910-906835-9603 Westside Project Initiative
\$ 20,015.02		

This transfer will provide funds to reimburse the BDC for eligible capital expenses for the month ending February 29, 2012.

3. \$453,651.00 22 nd EDF	9910-904115-9600 Constr. Res. West Side Initiative	9910-906835-9603 Westside Project Initiative
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This transfer will provide funds for expenses to be incurred by the Department of General Services (DGS) for roof repairs and stabilizations, on-call consultant contract cost, asbestos remediation, administrative, maintenance support, and the DGS administration cost on several City owned properties in the Westside Initiative project area.

Department of Housing & Community Development

4. \$ 27,000.00 27 th CD Bonds	9910-903187-9588 Park Heights APQT Blocks	9910-908140-9588 Denmore Avenue Fencing
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This transfer will provide funds to fence vacant land in the 4900 block of Denmore Avenue and mount a security camera until construction commences on the Ripken Ball Fields.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks</u>		
5. \$135,842.00	9938-902712-9475	9938-901720-9474
Other	Reserve - Critical	Active - Athletic
Funds	Area Storm Water	Courts & Fields
	Offset	Renovation
<p>This transfer will provide funds to cover the costs associated with the renovation of the athletic fields at Cimaglia Park.</p>		
6. \$100,000.00	9938-905888-9475	9938-906888-9474
Rec. & Parks	Reserve - Cal Ripken	Active - Cal Ripken
26 th Series	Park Heights Youth	Park Heights Youth
	Development Park	Development Park
<p>This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1167, Task #1 to Rummel, Klepper & Kahl, LLP.</p>		
7. \$ 50,000.00	9938-908808-9475	9938-907808-9474
State	Reserve - Community	Active - Community
	Park and Playgrounds	Park and Play-
	FY 11	grounds FY 11
<p>This transfer will provide funds to cover the costs associated with the renovation of Federal Hill Park.</p>		
8. \$ 30,000.00	9938-913780-9475	9938-907820-9474
Rec. & Parks	Reserve - Tree	Active - Tree
26 th Series	Baltimore Program	Baltimore Program
<p>This transfer will provide funds to cover the costs associated with tree planting at Patterson Park.</p>		

MINUTES

Mayor's Office of Employment - Agreement and an Amendment
Development to Agreement

The Board is requested to approve and authorize execution of an agreement and an amendment to agreement.

AGREEMENT

1. **MARYLAND CENTER FOR ARTS AND TECHNOLOGY, INC. (MCAT)** **\$18,000.00**

Accounts: 4000-807512-6312-467253-603051
 4000-806712-6312-467253-603051

The MCAT will provide training in those areas specified on the Maryland Higher Education Commission list. The training will consist of the program (s) described in the course or certificate curriculum outline and will include any participant attendance policies, academic benchmarks and the means of measuring achievements, completion standards, and the total hours of each course in a certificate program. The maximum length of time a participant can remain in training is one year. The period of the agreement is March 1, 2012 through June 30, 2012.

AMENDMENT

2. **SINAI HOSPITAL OF BALTIMORE, INC.** **\$20,000.00**

Account: 1001-000000-6331-475205-603051

On August 10, 2011, the Board approved the original agreement with Sinai Hospital of Baltimore, Inc. in the amount of \$20,000.00. The purpose of the agreement was to provide a comprehensive range of counseling and advocacy services to assist at least six participants in establishing and maintaining long term goals and by providing services to assure successful transition from youth to adult life.

MINUTES

MOED - cont'd

This amendment to agreement will increase the number of participants by six and increase the amount of funding by \$20,000.00. The total funding amount of the agreement will be \$40,000.00.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the listed agreement and amendment to agreement.

MINUTESHealth Department - Employee Expense Statements**ACTION REQUESTED OF B/E:**

The Board is requested to approve the various expense statements for following employees.

1. **DOMENIKA RINGGOLD** **\$41.07**

Account: 5000-532812-3044-273300-603002
December 2011 - Mileage expenses

Ms. Ringgold neglected to submit her expense statement within the required timeframe due to overwhelming case management activities and program expectations.

2. **ELISSA JAMES** **\$60.50**

Account: 5000-533512-3044-273300-603002
December 2011 - Mileage expenses

Ms. James neglected to submit her expense statement within the required timeframe due to missing information and once she resubmitted the deadline had passed.

3. **VERONICA JOHNSON** **\$83.48**

Account: 5000-533512-3044-273300-603002 \$80.48
December 2011 - Mileage expenses

December 2011 - Parking Expenses \$ 3.00
5000-533512-3044-273300-603003

Ms. Johnson neglected to submit her expense statement within the required timeframe due to missing information and once she resubmitted the deadline had passed.

MINUTES

Health Department - cont'd

The Department apologizes for the lateness.

The Administrative Manual, in Section 240-11, states that Employee Expense Reports that are submitted more than 40 work days after the last calendar day of the month in which the expenses were incurred require Board of Estimates approval.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the listed employee expense statements.

MINUTESHealth Department - TRANSFER OF LIFE-TO-DATE
SICK LEAVE

The Board is requested to approve the transfer of LIFE-TO-DATE sick leave days from the listed City employees to the designated employee, Ms. Bushra Abdul-Jabbar.

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

<u>NAMES</u>	<u>DAYS</u>
Teresa Jeter-Cutting	3
Lawrence A. Keyser	3
Diana Thompson	1
Lilya Trosman	2
Nickeba P. Smith	2
Pamela C. Klecan	1
Dana Senior	<u>1</u>
Total	13

APPROVED FOR FUNDS BY FINANCE

THE LABOR COMMISSIONER RECOMMENDED APPROVAL.

UPON MOTION duly made and seconded, the Board approved the transfer of LIFE-TO-DATE sick leave days from the listed City employees to the designated employee, Ms. Bushra Abdul-Jabbar.

MINUTES

Health Department - Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is October 1, 2011 through September 30, 2012, unless otherwise indicated.

1. **ST. AMBROSE HOUSING AID CENTER, INC.** **\$ 8,500.00**

Account: 4000-433512-3024-268416-603051

The organization will assist elderly adults with housing needs through the Home-Sharing Program. Services will also include but not be limited to screening and interviewing applicants, completing home assessments, recruiting appropriate housemates to refer to applicants and provide counseling as appropriate. The program is designed to be an alternative to the institutionalization of frail and elderly residents of Baltimore City.

2. **FOREST PARK SENIOR CENTER, INC.** **\$54,825.00**

Account: 4000-433512-3024-268403-603051

The organization will operate a senior program, to serve as the community focal point for seniors and their caregivers. Services to be provided will include but not be limited to social, recreational and educational programs, information and assistance.

MWBOO GRANTED A WAIVER.

The agreements are late because the Health Department was waiting on grant approval from the provider.

MINUTES

Health Dept. cont'd

3. **THE BAR ASSOCIATION OF BALTIMORE CITY** **\$ 77,600.00**

Account: 4000-433512-3024-268412-603051

The organization will provide free legal assistance in general civil matters to Baltimore City residents age 60 and above. Services will also include outreach and education services regarding matters typically of concern and interest to seniors.

The agreement is late because the Department was waiting for grant approval and signatures from the provider.

MWBOO GRANTED A WAIVER.

4. **BALTIMORE SUBSTANCE ABUSE SYSTEMS, INC. (BSAS)** **\$ 46,000.00**

Account: 5000-521112-3041-606000-603051

The Department's Needle Exchange Program will refer clients to BSAS for Adult Treatment services.

The BSAS will subcontract with certified providers to assist clients in applying for Primary Adult Care Insurance Program or HealthChoice within 14 days of their admission to the program. The providers will also be responsible for intake, assessment and treatment planning, intensive outpatient addiction treatment services and continuing care. The period of the agreement is July 1, 2011 through June 30, 2012.

MWBOO GRANTED A WAIVER.

The agreement is late because the request was received late in the grant year and a delay in receiving an acceptable budget.

MINUTES

Health Dept. - cont'd

5. **GOODWILL INDUSTRIES OF THE CHESAPEAKE, INC./GENESIS JOBS** \$ 0.00

The organization will serve as a Volunteer Station for the Retired Senior Volunteer Program (RSVP). The RSVP has been funded since 1982 by the Corporation for National and Community Services, an agency of the executive branch of the Federal government. The Department's RSVP is awarded funds to pay administrative staff to coordinate volunteer work with other non-profit, private agencies and organizations. The services are performed by persons 55 years of age and over. The period of the agreement is April 1, 2012 through June 30, 2013.

6. **VOLUNTEERS OF AMERICA CHESAPEAKE, INC.** \$ 50,603.00

Account: 4000-433512-3024-268406-603051

The organization will operate a senior program. The program will serve as the community focal point for seniors and their caregivers. Services will include but not be limited to social, recreational and educational programs, information for assistance, outreach and transportation. The period of the agreement is October 1, 2011 through June 30, 2012.

The agreement is late because the Health Department was waiting on grant approval and signatures from the provider.

MWBOO GRANTED A WAIVER.

7. **THE JOHNS HOPKINS UNIVERSITY (JHU)** \$ 13,987.00

Account: 4000-425612-3023-606110-603051

The JHU will provide comprehensive health services to HIV infected women during pregnancy to minimize the risk of mother to child transmission of HIV/AIDS with antiretroviral therapy while maintaining optimal health outcomes for the mother during and after pregnancy. The period of the agreement is July 1, 2011 through June 30, 2012.

MINUTESHealth Dept.

The agreement is late because the Infectious Disease and Environmental Health Administration (IDEHA) program-matically manages all Ryan White Part D services. The IDEHA selects providers through the Request for Proposal process. The Department prepares the agreements after receipt of an approved budget and scope of services and processes payments following approval. The budgets are many times revised because of inadequate information from the providers. This review process is required before submitting the contract to the Board of Estimates.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED (EXCEPT ITEM NO. 5) AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the listed agreements. The President **ABSTAINED** on item nos. 4 and 7. The Mayor **ABSTAINED** on item no. 4.

MINUTESHealth Department - Ratification of Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to ratify the agreement with the Johns Hopkins University (JHU) for Ryan White Part A Non-Medical Case Management Services. The period of the agreement was March 1, 2011 through February 29, 2012. The Board is further requested to approve payment to the Johns Hopkins University for the services provided.

AMOUNT OF MONEY AND SOURCE:

\$44,120.00 - 4000-427711-3023-606120-603051

BACKGROUND/EXPLANATION:

On December 13, 2011 the Department's program manager requested an agreement with the JHU for the Ryan White Part A - Non-Medical Case Management Services. The agreement was mailed to the JHU on December 27, 2011 for its signature. It was returned to the Department on January 30, 2012.

The budget was incomplete. After several requests to the JHU, it submitted a revised budget on March 15, 2012.

MBE/WBE PARTICIPATION:

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board ratified the agreement with the Johns Hopkins University for Ryan White Part A Non-Medical Case Management Services. The Board further approved payment to the Johns Hopkins University for the services provided. The President **ABSTAINED**.

MINUTESHealth Department - Notification of Grant Award**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of the notification of grant award (NGA) from the Maryland Department of Aging (MDoA). The period of the grant award is October 1, 2011 through September 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$13,455.00 - 5000-575912-3044-273300-405001

BACKGROUND/EXPLANATION:

The funds will be used for the FY 2012 Affordable Care Act-Medicare Improvement Patients and Providers Act. The Baltimore City Health Department will use the funds to expand outreach, and assist beneficiaries in obtaining help in applying for benefits related to Medicare. By acceptance of the grant, the Department agrees to abide by the Older Americans Act, as amended, and all applicable Federal and State policies, rules, and procedures.

The notification of grant award is late because it was just received from the MDoA.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized the acceptance of the notification of grant award from the Maryland Department of Aging.

MINUTES

Health Department - Interim Notification of Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the interim notification of grant award (NGA) from the Maryland Department of Aging (MDoA). The period of the grant award is October 1, 2011 through September 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$271,639.00 - 6000-633512-3254-316200-404001

BACKGROUND/EXPLANATION:

This interim NGA is based on 75% of the final FY'11 Nutrition Service Incentive Program (NSIP) funding and reflects the Department's award based on the actual FY'11 meal counts and the final FY'11 award notification for the NSIP.

This NGA will allow the Baltimore City Health Department to provide funding for senior nutrition programs at designated meal sites or home-delivered meals.

The notification of grant award is late because it was just received.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the acceptance of the interim notification of grant award from the Maryland Department of Aging.

MINUTESHealth Department - Notification of Grant Award**ACTION REQUESTED OF B/E:**

The Board is requested to approve acceptance of the notification of grant award (NGA) from the Maryland Department of Aging (MDoA). The period of the grant award is October 1, 2011 through September 30, 2012.

AMOUNT OF MONEY AND SOURCE:

\$10,000.00 - 4000-436412-3255-316200-404001

BACKGROUND/EXPLANATION:

This NGA is for the Senior Medicare Patrol - Health Care Fraud Program Expansion (HCFPE). This NGA for Fiscal '12 will allow the Baltimore City Health Department to provide funding for seniors under the SMP-HCFPE program.

The notification of grant award is late because it was just received.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the acceptance of the interim notification of grant award from the Maryland Department of Aging.

MINUTESDepartment of General Services - Minor Privilege Permit Applications

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

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1.	2327 E. Monument St.	Dong Soo Lee	Retain cornice sign 20' x 2½', two spots
	Annual Charge: \$105.50		
2.	2433 E. Monument St.	Yi Bong Park	Retain single face electric sign 14'6" x 3½'
	Annual Charge: \$143.08		
3.	2525 E. Monument Street	Nam Un Lee	Retain flat sign 26' x 2'
	Annual Charge: \$72.80		
4.	2541 E. Monument Street	Nam Un Lee	Retain awning w/ signage 15'2" x 1'6", one flat sign 13'6" x 2½', one stack vent, four fluorescent tubes
	Annual Charge: \$329.00		
5.	3607 Wilkens Avenue	STA MOB, LLC 1	Service connection five linear feet of conduit
	Annual Charge: \$17.50		
6.	1601 62 nd Street	FRP Hollander 95, LLC	Service connection 40 linear feet of Conduit

MINUTES

Annual Charge: \$140.00

DGS - cont'd

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
7.	500 E. North Ave.	Jim Dal Lee	One handicap ramp 15' x 4'
			Annual Charge: \$70.30
8.	915 W. 36 th Street	915 W. 36 th Street, LLC	One bracket sign 24" x 24"
			Annual Charge: \$52.70
9.	1517 Eastern Ave.	Filippo Amodeo, et al	Flat sign 31' x 3'
			Annual Charge: \$130.20
10.	2318 Boston Street	D.G.S. Properties, LLC	Retain single face electric sign 5'6" x 2', four spot reflectors
			Annual Charge: \$140.70
11.	200 International Drive	Harbor East Parcel - D Hotel, LLC	Three double face signs @ 30 sq. ft. each
	200 International Drive	Harbor East Parcel - D Hotel, LLC	Two single face electric signs 5.48' x 3.77' and 23.28' x 1.75'
			Annual Charge: \$632.70

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

MINUTES

Department of General Services - Developers' Agreements

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

	<u>DEVELOPER</u>	<u>NO.</u>	<u>AMOUNT</u>
1.	THE JOHNS HOPKINS HOSPITAL (JHH)	1227	\$234,330.00

The JHU will install various utilities to its proposed construction in the vicinity of North Wolfe Street, between Jefferson and Orleans Street. This agreement will allow the organization to perform its own installation in accordance with Baltimore City Standards.

A performance Bond in the amount of \$234,330.00 has been issued to the JHH which assumes 100% of the financial responsibility.

2.	CLASSIC COLDSRING NORTH, LLC	1265	\$ 28,185.00
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The Classic Coldspring North, LLC, will install new water service and abandonment of existing service to its proposed construction located in the vicinity of 515 West Coldspring Lane. This agreement will allow the organization to perform its own installation in accordance with Baltimore City Standards.

A Letter of Credit in the amount of \$28,185.00 has been issued to Classic Coldspring North, 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 the listed developers' agreements. The President

ABSTAINED on item no. 1.

MINUTES

Department of General 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 Washington Gas Energy Services, Inc. under Solicitation No.: RFP P-030, Energy Supply Contract.

AMOUNT OF MONEY AND SOURCE:

The amendment is for current and future power purchases, which are funded through budgeted monthly bill payments.

BACKGROUND/EXPLANATION:

Under the power purchase agreement between Baltimore Regional Cooperative Purchasing Committee's (BRCPC) Energy Supply Contract and Washington Gas Energy Services, Inc., the existing energy hedged block purchases that were managed by the old contractor, PEPCO Energy Services will be transferred to Washington Gas Energy Services, Inc.

For the transaction cost savings in the amount of \$427,754.00 for the BRCPC members; Washington Gas Energy Services, Inc., and the BRCPC desires to amend their agreement. This will allow PEPCO Energy Services to continue to manage the energy hedged block purchases on behalf of the BRCPC and deliver the hedged energy purchases on behalf of the BRCPC to Washington Gas Energy Services, Inc.

This arrangement is expected to end in June 2013. This amendment no. 1 is to enable current power purchases and long-term hedge purchases of power for the BRCPC as a part of the overall BRCPC electricity procurement plan. Baltimore County Purchasing Division is the lead jurisdiction for this procurement for the twenty BRCPC participating jurisdictions.

AUDITS NOTED THIS AMENDMENT.

(FILE NO. 56334)

MINUTES

DGS - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the execution of amendment no. 1 to agreement with Washington Gas Energy Services, Inc. under Solicitation No.: RFP P-030, Energy Supply Contract.

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Department of General Services - Amendment No. 2 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 2 to agreement with PEPCO Energy Services, Inc. under Solicitation No.: RFP 205580, Electric Energy Supply Service.

AMOUNT OF MONEY AND SOURCE:

The amendment is for current and future power purchases, which are funded through budgeted monthly bill payments.

BACKGROUND/EXPLANATION:

Under the power purchase agreement between Baltimore Regional Cooperative Purchasing Committee's (BRCPC) Energy Supply Contract and Washington Gas Energy Services, Inc., the existing energy hedged block purchases that were managed by the old contractor, PEPCO Energy Services will be transferred to Washington Gas Energy Services, Inc.

For the transaction cost savings in the amount of \$427,754.00 on behalf of the BRCPC members; Washington Gas Energy Services, Inc., PEPCO Energy Services, and the BRCPC desire to amend PEPCO's contract. This will allow PEPCO Energy Services to continue to manage the energy hedged block purchases on behalf of the BRCPC and deliver the hedged energy purchases on behalf of the BRCPC to Washington Gas Energy Services, Inc.

This arrangement is expected to end in June 2013. The amendment no. 2 is to enable current power purchases and long-term hedge purchases of power for the BRCPC as a part of the overall BRCPC electricity procurement plan. Baltimore County Purchasing Division is the lead jurisdiction for this procurement for the twenty BRCPC participating jurisdictions.

AUDITS NOTED THIS AMENDMENT.

(FILE NO. 56334)

MINUTES

DGS - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the execution of amendment no. 2 to agreement with PEPCO Energy Services, Inc. under Solicitation No.: RFP 205580, Electric Energy Supply Service.

MINUTES

Department of Planning - Report on Previously
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds 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. Today, the Board is requested to **NOTE 23** favorable reports on Transfers of Funds approved by the Board of Estimates at its meetings on March 28 and April 4, 2012.

The Board **NOTED** the 23 reports.

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Department of Planning - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with S.A.T., Inc. The period of the agreement is effective upon Board approval for two years.

AMOUNT OF MONEY AND SOURCE:

\$148,500.00 - 9905-915010-9188-900000-706047

BACKGROUND/EXPLANATION:

Under the terms of this agreement, S.A.T., Inc. will restore and reconstruct features of the Baltimore Battle Monument.

The Baltimore Battle Monument is the nation's oldest war memorial. Completed in 1825, it embodies events that led to the writing of "The Star Spangled Banner" National Anthem. The monument, with its "Lady Baltimore" figure, is the official image of the City Seal. After almost 200 years of exposure to the elements, the "Lady Baltimore" is extremely fragile and must be relocated to a stable interior environment.

The original "Lady Baltimore" will be relocated and remain at the Walters Art Museum and featured in a special exhibit. This extremely important sculpture will be preserved and presented for public viewing. A reproduction of "Lady Baltimore" will be constructed and installed on the monument to replace the fragile original sculpture. The four "Griffon" sculptures will be reconstructed on site, so that the crucial missing features will be restored.

Since 1980, the Commission for Historical & Architectural Preservation (CHAP) has administered Baltimore City's program to restore and conserve its publicly-owned outdoor monuments. Baltimore created the nation's first comprehensive program for restoration of its outdoor monuments. In 2011, CHAP completed restoration of the architectural elements of the Battle Monument, with the exception of reproducing "Lady Baltimore" and

MINUTES

Department of Planning - cont'd

reconstructing the four "Griffons." This current project will complete the remaining restoration work in honor of the National Star Spangled Banner Celebration.

MBE/WBE PARTICIPATION:

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

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of an agreement with S.A.T., Inc.

MINUTES

Mayor's Office of Human/ - Grant Award Agreement
Services/Homeless Services

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant award agreement with the Marian House, Inc. The period of the grant award agreement is March 1, 2012 through May 31, 2012.

AMOUNT OF MONEY AND SOURCE:

\$18,783.00 - 4000-496211-3573-591419-603051

BACKGROUND/EXPLANATION:

The organization will provide sponsor-based permanent housing and support services primarily to 30 female ex-offenders who are homeless and disabled. The Trauma, Addictions, Mental Health and Recovery project (TAMAR) was designed to assist female ex-offenders who are homeless and traumatized by domestic violence, physical or sexual abuse and/or gave birth while incarcerated. Client's case management needs will be met by designated case managers who will assess and meet service needs through the use of Marian House, Inc. resources and referrals to Marian House partner agencies.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of a grant award agreement with the Marian House, Inc.

MINUTES

Department of Transportation - Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a memorandum of understanding (MOU) with the Reservoir Hill Improvement Council, Inc. (Association). The period of the MOU is effective upon Board approval for two years.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The purpose of the MOU is to establish a framework for the Association to install intersection art in the intersection of Lennox Street and Brookfield Ave. at the sole cost of the Association. The Association will subsequently perform ongoing maintenance of all aspects of the project.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of a memorandum of understanding with the Reservoir Hill Improvement Council, Inc.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Prior Owner</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Law - Payment of Settlement</u>			
1. Japura Enter- prises, LLC	1741 E. Preston St.	L/H	\$5,280.00

On April 1, 2011, the Board approved the acquisition by condemnation of the leasehold interest in 1741 E. Preston Street for the amount of \$19,720.00. The owner of the property interest had partially rehabilitated the property and had an outstanding mortgage of \$40,000.00. The parties agreed to settle the action for the amount of \$25,000.00. Therefore, the Board is requested to approve an additional \$5,280.00 in settlement of this case.

Funds are available in State Funds account no. 9910-906416-9588-900000-704040.

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing options, condemnations, and quick-takes.

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. PLAYGROUND SPECIALISTS, INC. | \$29,790.00 | Low Bid |
| Solicitation No. B50002365 - Engineered Wood Fiber -
Department of Recreation and Parks - Req. No. R598895 | | |

(FILE NO. 57210)

- | | | |
|--|-------------|-----------------|
| 2. PITNEY BOWES GLOBAL
FINANCIAL SERVICES, LLC | \$26,700.00 | Selected Source |
| Solicitation No. 06000 - Lease Pitney Bowes Postage Machine -
Board of Elections - Req. No. R599716 | | |

This is a 60-month lease of Pitney Bowes mail equipment as per the prices, specifications, terms and conditions of State of Maryland Contract No. 001B7900227 with Pitney Bowes that expires on June 30, 2012. The period of the award is July 1, 2012 through June 30, 2017.

(FILE NO. 57210)

- | | | |
|--|--------------|---------|
| 3. ENNIS PAINT, INC. | \$100,000.00 | Renewal |
| Solicitation No. B50001955 - Thermoplastic Blocks -
Department of Transportation - P.O. No. P517285 | | |

On June 22, 2011, the Board approved the initial award in the amount of \$220,000.00. The award contained four 1-year renewal options. This renewal in the amount of \$100,000.00 is for the period June 22, 2012 through June 21, 2013, with three 1-year renewal options remaining.

MWBOO GRANTED A WAIVER.

- | | | |
|--|--------------|-------------|
| 4. MARYLAND INDUSTRIAL
TRUCKS | \$261,728.00 | Sole Source |
| Solicitation No. 08000 - Vactor Plus 2105 Sewer Truck -
Department of Transportation - Req. No. R596833 | | |

The sewer cleaning trucks in the City's fleet are comprised entirely of Vactor manufactured trucks and the agency desires to maintain continuity of training and supply. The vendor is the sole authorized Vactor distributor for Maryland. The dollar amount requested is for one truck.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of Purchases

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

- | | | |
|--|--------------|----------|
| 5. AMAZING SECURITY AND INVESTIGATIONS, LLC | \$171,000.00 | Increase |
| Solicitation No. B50001173 - Provide Non-Uniformed Armed Security Guards - Department of Recreation and Parks - P.O. No. P511351 | | |

On November 25, 2009, the Board approved the initial award in the amount of \$155,000.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This contract includes the Health Department and Recreation and Parks. This increase in the amount of \$171,000.00 will provide funds for the Department of Recreation and Parks to provide security at City pools this summer from May 25, 2012 through September 3, 2012. This increase will make the award amount \$753,014.52, with two 1-year renewal options remaining.

- | | | |
|--|---------|-----------|
| 6. HIGHER GROUND TRANSPORTATION SERVICES, INC. | \$ 0.00 | Extension |
| Solicitation No. BP-07044 - Provide Transportation Services - Health Department - P.O. No. P512360 | | |

On December 20, 2006, the Board approved the initial award in the amount of \$98,270.00. Subsequent actions have been approved. A new award for this requirement B50002253 was made on April 4, 2012. Additional time is required to complete the contracting documents for that award. The period of the extension is April 12, 2012 through April 30, 2012.

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>
---------------	------------------------	--------------------

Bureau of Purchases

- | | | |
|---|---------|---------|
| 7. VOLVO CONSTRUCTION
EQUIPMENT & SERVICES | \$ 0.00 | Renewal |
|---|---------|---------|
- Solicitation No. 08000 - O.E.M. Parts and Service for
Ingersol Rand Equipment - Department of General Services,
Fleet Management Division - P.O. No. P508320

On May 20, 2009, the Board approved the initial award in the amount of \$100,000.00. The award contained two 1-year renewal options. This renewal is for the period May 20, 2012 through May 19, 2013, with one 1-year renewal option remaining.

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

- | | | |
|--------------------------------------|--------------|---------|
| 8. MCAFEE ELECTION
SERVICES, INC. | \$535,358.80 | Renewal |
|--------------------------------------|--------------|---------|
- Solicitation No. 06000 - Election Services - Board of
Elections - P.O. No. P517456

On May 26, 2010, the Board approved the initial award in the amount of \$962,100.00. The award contained two 1-year renewal options. On April 20, 2011, the Board approved the first renewal in the amount of \$1,334,680.00. This renewal in the amount of \$535,358.80 is for the period May 1, 2012 through April 30, 2013.

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

MWBOO GRANTED A WAIVER.

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

9. First Call

THE AUTO BARN, INC.

Second Call

FRANKFORD TOWING	\$ 0.00	Renewal
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Solicitation No. B50000888 - Towing and Road Service for Cars and Light Trucks - Department of General Services - Req. No. Various

On March 25, 2009, the Board approved the initial award in the amount of \$1,000,000.00. The award contained two 1-year renewal options. This renewal is for the period May 1, 2012 through April 30, 2013, with one 1-year renewal option remaining.

The Auto Barn, Inc.

MBE: JJ Adams Fuel Oil Company 5.00%

MWBOO FOUND VENDOR IN COMPLIANCE ON MARCH 20, 2012. FRANKFORD TOWING RECEIVED NO WORK DURING THIS PERIOD.

10. First Call

THE AUTO BARN, INC.

Second Call

TED'S TOWING SERVICE, INC.	\$ 0.00	Renewal
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Solicitation No. B50001009 - Towing & Road Service for Heavy Equipment & Trucks - Department of General Services - Req. Nos. Various

On May 27, 2009, the Board approved the initial award in the amount of \$1,000,000.00. The award contained two 1-year renewal options. This renewal is for the period May 21, 2012 through May 20, 2013, with one 1-year renewal option remaining.

MWBOO SET GOALS OF 5% MBE AND 0% WBE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

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

Bureau of PurchasesThe Auto Barn, Inc.

MBE: JJ Adams Fuel Oil Company 4.00%

MWBOO FOUND VENDOR IN COMPLIANCE ON MARCH 20, 2012 BASED ON A GOOD FAITH EFFORT. TED'S TOWING SERVICE, INC. DID NOT WORK DURING THIS PERIOD.

Department of General Services

11. TECTA AMERICA

EAST LLC	\$37,425.00	Low Bid
IC 551 - Central Garage - Roof Repairs and Related Work at the Central Garage 3800 E. Biddle Street		

UPON MOTION duly made and seconded, the Board approved the foregoing informal awards and increases and Extensions to Contracts. Item no. 5 was **WITHDRAWN**.

MINUTES

Mayor's Commission on Disabilities - Governmental/Charitable Solicitation Application

ACTION REQUESTED OF B/E:

The Board is requested to approve a governmental/charitable solicitation application to the Baltimore City Ethics Board to benefit the Mayor's Commission on Disabilities (MCD) for the 2012 Annual Mayor's Commission on Disabilities Accomplishments and Awards Event. The period of the solicitation efforts is effective upon Board approval through July 2012.

AMOUNT OF MONEY AND SOURCE:

No general funds are involved in this transaction.

BACKGROUND/EXPLANATION:

The MCD's Accomplishments and Awards Event will be held on July 25, 2012 at the Baltimore Hilton Hotel.

The MCD has an end of the year meeting with the Mayor to present to her the accomplishments of the MCD in view of the City and Commission goals, discuss disability issues and innovations, and potential new goals for the upcoming year. This is a vehicle for the volunteers, disability service providers, and City agencies to also review current state of the art issues. In the past the MCD has had Mr. Kareem Dale, Special Assistant to the President for Disability Policy; and Zarifa Roberson, Editor and Publisher of I.D.E.A.L. Magazine (Individuals with Disabilities Express About Life) as presenters.

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 designees.

MINUTES

Mayor's Commission on Disabilities - cont'd

(FILE NO. 57133)

UPON MOTION duly made and seconded, the Board approved and authorized the governmental/charitable solicitation application to the Baltimore City Ethics Board to benefit the Mayor's Commission on Disabilities for the 2012 Annual Mayor's Commission on Disabilities Accomplishments and Awards Event. The Mayor **ABSTAINED**.

MINUTES

Office of the Mayor - Grant Award and Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve a grant to the Baltimore City Foundation, Inc. for the City's contribution for the 2012 African American Festival. The festival will be held on Saturday July 7, 2012 through Sunday July 8, 2012.

The Board is also requested to approve and authorize execution of a Consultant agreement with greiBO K Designs, LLC. The period of the agreement is January 1, 2012 through December 31, 2012.

AMOUNT OF MONEY AND SOURCE:

\$300,000.00 - 1001-000000-1220-708900-607001

BACKGROUND/EXPLANATION:

Upon approval of the Board of Estimates, the City will disburse the grant funds to the Baltimore City Foundation, Inc. in the amount of \$300,000.00 for the consultant, greiBO K Designs, LLC for the preparation of the 2012 African American Festival.

The funding will be utilized to offset the entertainment fees, event producer's fee, and marketing and infrastructure expenses. Entertainment funding will assist with securing local and national talent as well as offset travel and lodging expenses and performance fees. The event producer's fee supports event management and staffing, sponsorship, budgeting, project design and project management. Marketing and infrastructure funding supports the cost of television and radio advertising as well as outdoor, online, print and direct mail, tents, stages, generators, security, stage lighting, sound and video screens.

The 2012 African American Festival is the same date as the Essence Music Festival in New Orleans and also covers a holiday. This date presents a challenge in securing sponsorship and talent as artists, sponsors and vendors may have to choose to support either event as well as has other holiday booking opportunities. The requested funds will be available to allow greiBO K Designs, LLC to provide the talent and vendor deposits needed for scheduling entertainment.

MINUTES

Office of the Mayor - cont'd

The African American Festival is a celebration of the cultural heritage and diversity of Baltimore's African Americans and their descendants. It is a celebration of life, music and culture over the last 30 years it has been the largest African American festival on the east coast.

This festival attracts all ages and brings together a demographic distribution of incomes, ages, education and gender. The African American Festival is an opportunity for local and national sponsors to reach a large targeted audience in a unique and positive environment.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

(FILE NO. 57227)

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

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

UPON MOTION duly made and seconded, the Board approved the grant to the Baltimore City Foundation, Inc. for the City's contribution for the 2012 African American Festival. The Mayor **ABSTAINED.**

Kim A. Trueheart

April 17, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of questionable management and administration within the Office of the Mayor.

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

1. Whom you represent: Self
2. What the issues are:
 - a. Page 38, Office of the Mayor - "Grant Award and Consultant Agreement" if approved:
 - i. What is the role of the Office of the Mayor with respect to the Baltimore City Foundation, Inc.?
 - ii. What was the criteria/justification used for awarding this \$300,000 to the Baltimore City Foundation, Inc.?
 - iii. How is this municipal expenditure justified considering the Baltimore City Foundation, Inc. currently has net assets of almost \$9M and the municipal budget is projected to have a \$40M+ shortfall in the coming fiscal year?
 - iv. What role will the Baltimore City Foundation, Inc. play in planning and execution of the African American Festival?
 - v. Will the Baltimore City Foundation, Inc. play a similar role in the planning and execution of all of the Baltimore City sponsored ethnic festivals?
 1. If not, why?
 - vi. Was the proposed consultant competitively selected?
 1. Please provide a copy of the solicitation and selection criteria.
 - vii. Where and when can details of the 2010, 2011 and 2012 Baltimore City Foundation, Inc.'s expenditures be reviewed?
 - viii. Where and when can the following be reviewed for the Baltimore City Foundation, Inc.:
 1. 2010, 2011 and 2012 meeting schedules;
 2. 2010, 2011 and 2012 meeting agenda;
 3. 2010, 2011 and 2012 meeting minutes.
 - ix. Why are the Baltimore City Foundation, Inc. meetings NOT posted with Legislative Reference, on the organization's web site or available to the public?

5519 Belleville Ave
Baltimore, MD 21207

3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed the routine lack of transparency in Baltimore City government decision making. The actions/business of the Baltimore City Foundation, Inc. are being augmented with taxpayer funds and thus should be available for public review and oversight. The action in question outlines what appears to be an unwarranted taxpayer expenditure lacking an opportunity for public review, input or comment.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on April 18, 2012.

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

Sincerely,

Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

AGENDA BOARD OF ESTIMATES 04/18/2012 38 Office of the Mayor - Grant Award and Consultant Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve a grant to the Baltimore City Foundation, Inc. for the City's contribution for the 2012 African American Festival. The festival will be held on Saturday July 7, 2012 through Sunday July 8, 2012.

The Board is also requested to approve and authorize execution of a Consultant agreement with greiBO K Designs, LLC. The period of the agreement is January 1, 2012 through December 31, 2012.

AMOUNT OF MONEY AND SOURCE:

\$300,000.00 - 1001-000000-1220-708900-607001

BACKGROUND/EXPLANATION:

Upon approval of the Board of Estimates, the City will disburse the grant funds to the Baltimore City Foundation, Inc. in the amount of \$300,000.00 for the consultant, greiBO K Designs, LLC for the preparation of the 2012 African American Festival. The funding will be utilized to offset the entertainment fees, event producer's fee, and marketing and infrastructure expenses. Entertainment funding will assist with securing local and national talent as well as offset travel and lodging expenses and performance fees. The event producer's fee supports event management and staffing, sponsorship, budgeting, project design and project management. Marketing and infrastructure funding supports the cost of television and radio advertising as well as outdoor, online, print and direct mail, tents, stages, generators, security, stage lighting, sound and video screens. The 2012 African American Festival is the same date as the Essence Music Festival in New Orleans and also covers a holiday. This date presents a challenge in securing sponsorship and talent as artists, sponsors and vendors may have to choose to support either event as well as has other holiday booking opportunities. The requested funds will be available to allow greiBO K Designs, LLC to provide the talent and vendor deposits needed for scheduling entertainment.

The African American Festival is a celebration of the cultural heritage and diversity of Baltimore's African Americans and their descendants. It is a celebration of life, music and culture over the last 30 years it has been the largest African American festival on the east coast.

This festival attracts all ages and brings together a demographic distribution of incomes, ages, education and gender. The African American Festival is an opportunity for local and national sponsors to reach a large targeted audience in a unique and positive environment.

APPROVED FOR FUNDS BY FINANCE

5519 Belleville Ave
Baltimore, MD 21207

AUDITS REVIEWED AND HAD NO OBJECTION.

(The consultant agreement has been approved by the Law Department as to form and legal sufficiency.)

5519 Belleville Ave
Baltimore, MD 21207

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

The Board is requested to approve and authorize a lease agreement with Civic Works, Inc., tenant, for the rental of the property known as 2710 St. Lo Drive, also known as Clifton Mansion. The period of the lease agreement is effective upon Board approval for 55 years, with one 20-year renewal option.

AMOUNT OF MONEY AND SOURCE:

\$1.00 - Annual Rent

BACKGROUND/EXPLANATION:

The property is located within Clifton Park and was the former residence of Johns Hopkins. The tenant is a tax exempt organization whose mission is to build a future for Baltimore's Youth through community services and skills development. Since 1993 the Property has been leased to the tenant for its general offices and class room training center. Over the years the Mansion has come under disrepair and the tenant has proposed to undertake the comprehensive renovation of the Mansion with an estimated project cost of \$4,000,000.00. The tenant proposes to finance the renovation through a combination of New Market and Historic Tax Credit financing, and as a condition of such financing requires a long term lease of the Property.

The tenant agrees to provide annually at no charge to the Department certain tenant services for upkeep and improvement of the City's Parks having a value of not less than \$100,000.00 per year. Additionally, the tenant has agreed to make the renovated Mansion available to the public for tours, exhibits and meeting space as set forth in the lease agreement. The tenant contemplates beginning renovation of the Mansion by January 31, 2013, and will complete the renovation in accordance with the Department of Recreation and Parks approved plans within 30 months thereafter. Failure of the tenant to complete the renovations within five years of the commencement date of the lease will constitute a default of the tenant's obligations under the lease.

MINUTESSpace Utilization Committee - cont'd

The tenant will be responsible for all repairs and maintenance to the property throughout the term and renewal period and will pay all utilities except water service. The tenant will assume payment of its water services at the time the City installs a sub meter that calculates only the tenant's water usage at the property. The City reserves the right to construct a public restroom within the property which will have a separate entrance for the use of Park patrons. The Department of Recreation and Parks will designate eight spaces on an adjacent parking lot for the tenant's exclusive use and the tenant will have the non-exclusive use together with Park patrons of the remaining parking spaces on the adjacent parking facility. To comply with the requirements of the financing plan the tenant will be the owner of the improvements constituting the property.

The lease agreement was approved by the Space Committee at its meeting of April 10, 2012.

MBE/WBE PARTICIPATION:

The organization will comply with Article 5, Subtitle 28 of the Baltimore City Code.

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 56011)

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

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

MINUTES

Space Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with Civic Works, Inc., tenant, for the rental of the property known as 2710 St. Lo Drive, also known as Clifton Mansion.

MINUTES

Department of Housing and - Agreements
Community Development

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

1. **PARKS AND PEOPLE FOUNDATION, INC.** **\$ 63,080.00**

Account: 2089-208912-5930-434434-603051

Under the terms of this agreement, Community Development Block Grant funds will subsidize the Building Resources and Nurturing Community Health and Environmental Stewardship After-School and Summer Green Job Training and Employment Program through the Public Housing Greening and Youth Employment Initiative. The initiative will provide youth, aged 14-21, who reside in Public Housing, with after-school green career exploration workshops and field trips, and on-the-job training and employment in the areas of landscaping, storm-water management and erosion control, urban and community gardening, tree planting, and addressing the environmental and social needs of the community. The period of the agreement is February 1, 2012 through January 31, 2013.

MWBOO GRANTED A WAIVER.

2. **CIVIC WORKS, INC.** **\$138,655.00**

Accounts: 2089-208912-5930-425003-603051	\$ 93,000.00
2089-208912-5930-425034-603051	\$ 6,038.00
2089-208912-5930-425034-603051	\$ 30,347.00
2089-208912-5930-425081-603051	\$ 9,000.00

Under the terms of this agreement, the funds will subsidize the operating costs of the organization's programs under its Service Corps Americorps Program, which is funded by the Corporation for National and Community Service through the Governor's Office on Service and Volunteerism. Members of the Community Lot Program will receive landscape training while converting vacant lots in low and moderate-income areas into viable parks and gardens. Members of the

MINUTES

DHCD - cont'd

Construction Apprentice Program will learn basic housing rehabilitation skills under the ongoing direction and supervision of Habitat for Humanity of the Chesapeake's (HHC) Construction Manager while rehabbing properties owned by the HHC. The period of the agreement is October 1, 2011 through September 30, 2012.

The dollar amount subject to goals is \$88,000.00 and the FY 2012 MBE and WBE participations goals are as follows:

MBE: \$8,800.00

WBE: \$4,400.00

On June 22, 2011, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2011 Annual Action Plan for the following formula programs:

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

Upon approval of the resolution, the DHCD's Contract Section began negotiating and processing the CDBG agreements as outlined in the Plan effective July 1, 2011 and beyond. Consequently, these agreements were delayed due to final negotiations and processing.

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 listed agreements. The Mayor

ABSTAINED on item no. 1.

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 Gospel Tabernacle Baptist Church, developer, for the sale of the property located at 3012 Clifton Avenue (Block 3022 Lot 027).

AMOUNT OF MONEY AND SOURCE:

\$20,000.00 - Purchase Price

BACKGROUND/EXPLANATION:

The project will consist of the development of the property into a parking facility for the use of the Church's congregation. The developer is a non-profit organization/church that provides community services and needs the parking lot for the use of its constituents.

MBE/WBE PARTICIPATION:

The property is not subject to Article 5, Subtitle 28 of the Baltimore City Code because the sale price is less than \$49,999.01.

(FILE NO. 57211)

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the land disposition agreement with Gospel Tabernacle Baptist Church, developer, for the sale of the property located at 3012 Clifton Avenue (Block 3022 Lot 027).

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 The Green Fund, LLC, developer, for the sale of the property located at 1519 N. Caroline Street.

AMOUNT OF MONEY AND SOURCE:

\$3,000.00 - Purchase Price

BACKGROUND/EXPLANATION:

A good faith deposit of \$1,000.00 has been paid by the developer.

The developer proposes to spend \$213,000.00 to rehab the property into a single-family affordable for-sale housing unit. The developer intends to sell the property to a homeowner, possibly a first time homeowner.

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

In accordance with the City's appraisal policy, the waiver valuation process was used in lieu of an appraisal. The DHCD has determined the fair market value of the property using available real estate data to be \$5,000.00. The sale price of this vacant property is \$3,000.00.

The property will be sold to the developer below the price determined by the Waiver Valuation process because of the following factors: (i) the sale and the rehabilitation promotes a specific benefit to the immediate community, (ii) the sale and rehabilitation will eliminate blight, and (iii) the sale and rehabilitation will promote economic development, by returning the subject property to the City's tax rolls.

MINUTES

DHCD - cont'd

MBE/WBE PARTICIPATION:

The property is not subject to Article 5, Subtitle 28 of the Baltimore City Code because the property is being sold for less than \$25,000.00.

(FILE NO. 57211)

UPON MOTION duly made and seconded, the Board approved and authorized the execution of the land disposition agreement with The Green Fund, LLC, developer, for the sale of the property located at 1519 N. Caroline Street.

MINUTES

Department of Housing and - Grant Agreement
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a grant agreement with the Park Heights Community Health Alliance (PHCHA). The period of the agreement is effective upon Board approval through December 31, 2012.

AMOUNT OF MONEY AND SOURCE:

\$25,000.00 - 9910-905816-9588 (2006 Supplemental Appropriation)

BACKGROUND/EXPLANATION:

This grant agreement with the PHCHA is for the expenditure of FY 2012 Video Lottery Terminal Revenue. The Park Heights Master Plan included several recommendations regarding human services as part of creating a sustainable community.

Under the terms of this agreement, the funds will be used to hire two part-time outreach workers to expand the agency's programs that break down barriers to healthcare access. City funds are being leveraged with \$30,000.00 in funds that the PHCHA has raised.

These outreach workers will work with volunteers to help increase insurance enrollment and re-enrollment for children by conducting outreach in an area public school. Information sessions will be held at the school for parents along with assistance in completing applications.

Agreements will be entered into with Baltimore Health Care Access, a non-profit agency that works with both government and private-sector support to help City residents enroll in public health care coverage and navigate the complex health care system. Two outreach workers and up to ten volunteers will be recruited and trained to assist with providing information at schools through a variety of activities, such as speaking at PTA meetings and other school events. They will also assist parents with completion of applications for enrolling or re-enrolling students. Parents will also be directed to workshops conducted

MINUTESDHCD - cont'd

at the PHCHA for more in-depth presentations. The completed applications will be documented at the PHCHA and forwarded to the Department for processing.

MBE/WBE PARTICIPATION:

N/A

AUDITS REVIEWED AND HAD NO OBJECTION.**TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$25,000.00	9910-907904-9588	9910-905816-9588
Gen. Funds	Sojourner Douglas Coll - Work	Park Heights Com- munity Health Alliance: Medical Entitlement Program Enrollment

This transfer will provide funds to the Park Heights Community Health Alliance to support outreach workers in the community's elementary schools who work with parents to provide information regarding medical entitlement programs and to ensure that children are enrolled for all possible benefits.

(FILE NO. 56299)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the grant agreement with the Park Heights Community Health Alliance. 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. The Mayor **ABSTAINED**.

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 Park Heights Renaissance, Inc., developer, for the sale of City-owned properties located at 4329, 4331, 4333, and 4335 Park Heights Avenue.

AMOUNT OF MONEY AND SOURCE:

\$ 250.00	-	4329 Park Heights Avenue
250.00	-	4331 Park Heights Avenue
250.00	-	4333 Park Heights Avenue
250.00	-	4335 Park Heights Avenue
<u>\$1,000.00</u>	-	Purchase Price

BACKGROUND/EXPLANATION:

The developer will not be required to submit a good faith deposit.

Park Heights Renaissance, Inc. will purchase the four vacant lots at the corner of Park Heights and Boarman Avenues known as 4329, 4331, 4333, and 4335 Park Heights Avenue for the Park Heights Piazza and Kidscape Project. Park Heights Renaissance, Inc. will build a children's park for the use of the public and the students at the Smart Steps Children's Center at 4330 Pimlico Road.

The quarter-acre park will feature a walking path, a learning landscape, a sundial garden, and an area for children to learn about gardening. Once transferred and redeveloped, the properties will be active on the tax rolls of Baltimore City, thereby resolving tax abandonment.

MINUTES

DHCD - cont'd

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

In accordance with the City's Appraisal Policy, the Waiver Valuation process was used in lieu of an appraisal. The DHCD has determined the fair market value of the properties using available real estate data. The vacant lots are valued at \$1,000.00 each and will be sold for \$250.00 each.

The sale of these vacant properties at a price below the appraised value will eliminate blight, create jobs during the construction, and the properties will be rehabilitated and returned to the tax rolls.

MBE/WBE PARTICIPATION:

The properties are not subject to Article 5, Subtitle 28 of the Baltimore City Code because the properties will be sold for less than \$25,000.00.

(FILE NO. 57211)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Park Heights Renaissance, Inc., developer, for the sale of City-owned properties located at 4329, 4331, 4333, and 4335 Park Heights Avenue. The Mayor **ABSTAINED**.

MINUTES

Department of Housing and Community Development - Amendment No. 1 to Interdepartmental Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 1 to an interdepartmental memorandum of understanding (MOU) with the Department of Planning (DOP). This amendment extends the period of the agreement through November 22, 2012.

AMOUNT OF MONEY AND SOURCE:

\$0.00

BACKGROUND/EXPLANATION:

On November 11, 2011, the Board approved the original interdepartmental memorandum of understanding to provide funding to subsidize staff costs associated with carrying out planning activities, including Urban and Strategic Planning, Historical and Architectural Preservation, Zoning, Design, Development and Capital Budgeting to promote the sustained economic, social and community development of the City of Baltimore.

On November 23, 2011, the Board approved the one-year agreement with Ms. Lauren E. Schiszik to work as a Special City Planner II-CHAP. She is responsible for a number of duties including, but not limited to designating Baltimore City landmarks.

Ms. Schiszik's employment contract expires on November 22, 2012 and is fully funded with Community Development Block Grant funds provided under the original MOU. Therefore, the DOP is requesting a no-cost time extension through November 22, 2012, to retain the services of Ms. Schiszik. All other terms and conditions of the original MOU remain unchanged.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the amendment no. 1 to the interdepartmental memorandum of understanding.

MINUTES

Department of Housing and - Acquisition by Gift
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the property located at 1612 N. Durham Street by gift from Mr. Tremayne Norris, owner, **SUBJECT** to any outstanding municipal liens other than current water bills.

AMOUNT OF MONEY AND SOURCE:

Mr. Tremayne Norris agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division, strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

Mr. Norris has offered to donate title to his property located at 1612 N. Durham Street. The City will receive clear and marketable title to the property, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 1612 N. Durham Street are itemized as follows:

Cumulative Real Property Taxes 2011-2012

Total Tax	\$	71.40
Interest/Penalties		8.34
Other		11.71
Tax Sale Interest		0.00
Miscellaneous Bills		639.21
Metered Water (Tax Sale)		39.62
Environmental Citation		1,500.00
Alley Paving Bill		0.00
Rental Registration		362.19
Total Municipal Liens		\$2,632.47

MINUTES

DHCD - cont'd

The listed municipal liens, other than the current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved the acquisition of the property located at 1612 N. Durham Street by gift from Mr. Tremayne Norris, owner, **SUBJECT** to any outstanding municipal liens other than current water bills.

MINUTES

Department of Housing and - Acquisition by Gift
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the property located at 1631 N. Caroline Street by gift from Mr. Travis Noel, owner, **SUBJECT** to any outstanding municipal liens other than current water bills.

AMOUNT OF MONEY AND SOURCE:

Mr. Noel agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division, strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

Mr. Noel has offered to donate title to his property located at 1631 N. Caroline Street. The City will receive clear and marketable title to the property, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 1631 N. Caroline Street are itemized as follows:

Cumulative Real Property Taxes 2011-2012

Total Tax	\$2,424.60
Interest/Penalties	2,078.04
Other	23.31
Tax Sale Interest	0.00
Miscellaneous Bills	6,049.12
Metered Water (Tax Sale)	14,767.50
Rental Registration	471.50
Environmental Citation	1,500.00
Alley Paving Bill	0.00
Total Municipal Liens	\$27,314.07

MINUTES

DHCD - cont'd

The listed municipal liens, other than the current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved the acquisition of the property located at 1631 N. Caroline Street by gift from Mr. Travis Noel, owner, **SUBJECT** to any outstanding municipal liens other than current water bills.

MINUTES

Department of Housing and - Acquisition by Gift
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the property located at 122 S. Fulton Ave. by gift from Ms. Stella Gray, et. al, owners, **SUBJECT** to any outstanding municipal liens other than current water bills.

AMOUNT OF MONEY AND SOURCE:

Ms. Gray, et. al agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division, strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

The owners have offered to donate title to their property located at 122 S. Fulton Ave. The City will receive clear and marketable title to the property, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 122 S. Fulton Ave. are itemized as follows:

Cumulative Real Property Taxes 2011-2012

Total Tax	\$ 856.80
Interest/Penalties	0.00
Other	0.00
Tax Sale Interest	0.00
Miscellaneous Bills	1,361.97
Metered Water (Tax Sale)	0.00
Environmental Citation	0.00
Alley Paving Bill	0.00
Rental Registration	<u>0.00</u>
Total Municipal Liens	\$2,218.77

MINUTES

DHCD - cont'd

The listed municipal liens, other than the current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved the acquisition of the property located at 122 S. Fulton Ave. by gift from Ms. Stella Gray, et. al, owners, **SUBJECT** to any outstanding municipal liens other than current water bills.

MINUTES

Department of Housing and Community Development (DHCD) - Acquisition by Gift

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the property located at 1728 N. Caroline Street by gift from Mr. Leroy McCall, Jr., et. al, owners, **SUBJECT** to any outstanding municipal liens other than current water bills.

AMOUNT OF MONEY AND SOURCE:

Mr. McCall, et. al agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division, strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

The owners have offered to donate title to their property located at 1728 N. Caroline Street. The City will receive clear and marketable title to the property, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 1728 N. Caroline Street are itemized as follows:

Cumulative Real Property Taxes 2011-2012

Total Tax	\$ 357.00
Interest/Penalties	0.00
Other	0.00
Tax Sale Interest	0.00
Miscellaneous Bills	0.00
Metered Water (Tax Sale)	0.00
Environmental Citation	0.00
Alley Paving Bill	0.00
Rental Registration	0.00
Total Municipal Liens	\$357.00

MINUTES

DHCD - cont'd

The listed municipal liens, other than the current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved the acquisition of the property located at 1728 N. Caroline Street by gift from Mr. Leroy McCall, Jr., et. al, owners, **SUBJECT** to any outstanding municipal liens other than current water bills.

MINUTES

Department of Housing and - Acquisition by Gift
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the property located at 2708 Reisterstown Road by gift from Jury Kulyk, owner, **SUBJECT** to any outstanding municipal liens other than current water bills.

AMOUNT OF MONEY AND SOURCE:

Mr. Kulyk agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division, strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

Mr. Kulyk has offered to donate title to his property located at 2708 Reisterstown Road. The City will receive clear and marketable title to the property, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 2708 Reisterstown Road are itemized as follows:

Cumulative Real Property Taxes 2011-2012

Total Tax	\$ 547.40
Interest/Penalties	459.96
Other	10.93
Tax Sale Interest	0.00
Miscellaneous Bills	5,489.70
Metered Water (Tax Sale)	0.00
Environmental Citation	0.00
Alley Paving Bill	556.91
Rental Registration	176.00
Total Municipal Liens	\$7,240.90

MINUTES

DHCD - cont'd

The listed municipal liens, other than the current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved the acquisition of the property located at 2708 Reisterstown Road by gift from Jury Kulyk, owner, **SUBJECT** to any outstanding municipal liens other than current water bills.

MINUTES

Department of Housing and - Acquisition by Gift
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the property located at 4118 Park Heights Avenue by gift from Mr. Etsegenet Gebre, owner, **SUBJECT** to any outstanding municipal liens other than current water bills.

AMOUNT OF MONEY AND SOURCE:

Mr. Gebre agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. No City funds will be expended.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division, strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

Mr. Gebre has offered to donate title to his property located at 4118 Park Heights Avenue. The City will receive clear and marketable title to the property, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 4118 Park Heights Avenue are itemized as follows:

Cumulative Real Property Taxes 2011-2012

Total Tax	\$ 214.20
Interest/Penalties	75.06
Other	51.71
Tax Sale Interest	0.00
Miscellaneous Bills	2,197.42
Metered Water (Tax Sale)	118.13
Environmental Citation	0.00
Alley Paving Bill	259.50
Rental Registration	476.50
Total Municipal Liens	\$3,392.52

MINUTES

DHCD - cont'd

The listed municipal liens, other than the current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved the acquisition of the property located at 4118 Park Heights Avenue by gift from Mr. Etsegenet Gebre, owner, **SUBJECT** to any outstanding municipal liens other than current water bills.

MINUTES

Department of Housing and - Acquisition by Gift
Community Development (DHCD)

ACTION REQUESTED OF B/E:

The Board is requested to approve the acquisition of the properties located at 1403 N. Dallas Street and 1627 N. Dallas Street by gift from Mr. William Samuel Barnes et al owners, **SUBJECT** to any outstanding municipal liens other than current water bills.

AMOUNT OF MONEY AND SOURCE:

Mr. Barnes, et. al agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. No City funds will be expended.

BACKGROUND/EXPLANATION:

The DHCD, Land Resources Division, strategically acquires and manages vacant or abandoned properties, which enables these properties to be returned to productive use and improve neighborhoods in Baltimore City.

The owners have offered to donate title to their properties located at 1403 N. Dallas Street and 1627 N. Dallas Street. The City will receive clear and marketable title to the property, subject only to certain City liens. The City's acceptance of this donation is less costly than acquiring the property by tax sale foreclosure or eminent domain. The liens for 1403 N. Dallas Street and 1627 N. Dallas Street are itemized as follows:

Cumulative Real Property Taxes 2011-2012
1403 N. Dallas Street

Total Tax	\$ 23.80
Interest/Penalties	0.00
Other	0.00
Tax Sale Interest	0.00
Miscellaneous Bills	0.00
Metered Water (Tax Sale)	0.00
Environmental Citation	0.00
Alley Paving Bill	0.00
Rental Registration	27.50
Total Municipal Liens	\$51.30

MINUTES

DHCD - cont'd

<u>Cumulative Real Property Taxes 2011-2012</u>	
<u>1627 N. Dallas Street</u>	
Total Tax	\$ 11.90
Interest/Penalties	7.20
Other	0.00
Tax Sale Interest	0.00
Miscellaneous Bills	0.00
Metered Water (Tax Sale)	0.00
Environmental Citation	0.00
Alley Paving Bill	0.00
Rental Registration	<u>27.50</u>
Total Municipal Liens	\$46.60

The listed municipal liens, other than the current water bills, will be administratively abated after settlement.

UPON MOTION duly made and seconded, the Board approved the acquisition of the properties located at 1403 N. Dallas Street and 1627 N. Dallas Street by gift from Mr. William Samuel Barnes et al owners, **SUBJECT** to any outstanding municipal liens other than current water bills.

MINUTES

Department of Housing and - State of Maryland Capital Project
Community Development Grant Agreements

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of eight State of Maryland Capital Project Agreements (grant agreements) with the State of Maryland. The period of the agreement is effective upon approval by the Board of Public Works.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The State of Maryland Capital Project Grant Agreements will replace the previously approved agreements and will include a Memorandum of Agreement among the Baltimore Department of Housing and Community Development, Maryland Department of General Services, The Maryland Historical Trust, East Baltimore Development, Inc., and The East Baltimore Community School Board as Exhibit 2 to the grant agreements. The prior agreements were approved as follows:

<u>Board Approval Date</u>	<u>Year</u>	<u>Amount</u>
1. March 23, 2005	2004	\$4,500,000.00
2. December 7, 2005	2005	\$4,000,000.00
3. August 30, 2006	2006	\$5,000,000.00
4. October 10, 2007	2007	\$5,000,000.00
5. January 21, 2009	2008	\$5,000,000.00
6. September 2, 2009	2009	\$5,000,000.00
7. April 27, 2011	2010	\$5,000,000.00
8. September 21, 2011	2011	\$2,500,000.00

The State of Maryland has provided Capital funds to the City as part of its longstanding commitment for the revitalization of East Baltimore. The funds have and are being used for the acquisition, demolition and site improvements in the area.

MINUTES

DHCD - cont'd

Once the City executes the new State of Maryland Capital Project Agreements, the State will submit them to the State's Board of Public Works for full execution. There are no changes to the terms, conditions, or funding amounts of the previously approved grant agreements.

UPON MOTION duly made and seconded, the Board approved and authorized the execution of eight State of Maryland Capital Project Agreements with the State of Maryland.

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:

1459 - 1497

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

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

ABSTAINED on item nos. 1 and 2. The President voted **NO** on item
no. 5. The Comptroller voted **NO** on item no. 5.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Water and Wastewater

- | | | | |
|----|---|-----------------------|----------------|
| 1. | SC 884, Roof
Replacement of
Shop and Maintenance
Facility at Back
River Wastewater
Treatment Plant | Cole Roofing Co, Inc. | \$1,451,639.00 |
| | MBE: Ironshore Contracting,
LLC | \$145,250.00 | 10.00% |
| | WBE: Eastwood Painting &
Contracting, Inc. | \$ 73,924.00 | 5.09% |

MWBOO FOUND VENDOR IN COMPLIANCE.

A PROTEST WAS RECEIVED FROM ROOFING AND SUSTAINABLE SYSTEMS, INC.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNTS:</u>
\$ 958,081.50	9956-905533-9549	
Counties	Constr. Res.	
	Annual Facilities	
	Improvements	
958,081.50	9956-905533-9549	
Wastewater	Constr. Res.	
Utility Funds	Annual Facilities	
<u>\$1,916,163.00</u>	Improvements	
\$ 145,164.00	-----	9956-905538-9551-2
		Extra Work

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

BW&WW - cont'd

145,164.00	-----	9956-905538-9551-3 Design
87,098.00	-----	9956-905538-9551-5 Inspection
1,451,639.00	-----	9956-905538-9551-6 Construction
<u>87,098.00</u>	-----	9956-905538-9551-9 Administration
\$1,916,163.00		

This transfer will cover the funds required to award SC 884, Roof Replacement at the Back River Wastewater Treatment Plant.

President: "The first item on the non-routine agenda can be found on Page 69 items no. 1 & 2, Roof Replacement of Shop and Maintenance Facility at Back River Wastewater Treatment Plant and associated Transfer of Funds. Will the parties please come forward?"

Mr. Corey: "Good morning Mr. President, Thomas Corey, Chief of the Minority and Women's Business Opportunity Office."

Mr. Peters: "Good morning, Robert Peters for the Roofing and --
."

President: "Will you talk into the mic?"

Mr. Peters: "Good morning. Robert Peters Roofing and Sustainable Systems."

MINUTES

Mr. Barnaba: "And Mike Barnaba, with Roofing and Sustainable Systems."

President: "Go ahead."

Mr. Corey: "Uh --The Minority and Women's Business Opportunity Office reviewed this contract and found that they didn't compliance with the MBE/WBE Ordinance. The a -- as we understand the protestants argument is that, there's no way that they can determine whether or not the Form B was uh -- is original and that the parties did not sign the form in blank. We don't know that and we can't enforce such a rule. If there were material or obvious defects to the form when it's submitted, we do not question it and it is accepted and the parties are expected to live up to the -- ah -- commitments in the form."

President: "Okay."

Mr. Barnaba: "Yes, I guess -- ah -- that we believe that -- ah -- the parts of the specifications and the solicitation the requirement -- uh -- which mandates us to -- uh -- present the MBE and WBE with the actual price -- uh -- for the work, can potentially allow our number to be figured out, thus put on the street prior to the bid opening, and the reason we say this, is that previous bids that we have bid before and initially even on this bid, -- uh -- we had presented the MBE's and WBE's with the

MINUTES

just the percentage of the participation. After reviewing the bid documents and examining them further, we saw the requirement that "that" was not allowable and we needed to actually present it with the dollar figure. So we discussed it in-house. We were concerned by doing so, possibly would allow someone to figure out our number you know prior to the bid opening, but we went ahead and did it, because we didn't want to be held non-responsive to the bid. So we sent our forms back to our MBE's WBE's asked them to initial them in order for them to be - - uh - - accepted through the requirement as stated in the solicitation. What's kind of interesting, is when we did that, both MBE and WBE were kind of questioning us why we were even doing that in the first place, and we told them we had to do for this potential bid because it stated that we needed to fill in the actual dollar amount. It just so happens that one of the MBE's that we used is also the MBE of record for the apparent low bidder. We are not you know stating anything. We're just stating the facts. So it's the way we you know we think this actual system can lend itself towards some potential um - - um um improve - - reasons for our number to become you know put on the street. Furthermore, we also have a concern that this solicitation as it, as it was issued is a sole source specification for one particular manufacturer. Where other

MINUTES

manufacturers may meet the performance of the -- and the warranties etcetera, we believe no manufacturer will meet certain testing guidelines. And you know with that said, we just find it hard to believe that anyone who would have bid that sole source spec manufacturer - - um - - could have really have been at the price that the apparent low bidder was, because we didn't bid that manufacturer. We actually were looking if we were awarded this contract to change the specification or change you know --."

Mr. Peters: "Submit a substitute manufacturer."

Mr. Barnaba: "Submit a substitute manufacturer. So there are our reasons for our protest."

Mr. Corey: "I can't address the sole source aspect of it would to defer to the Department of Public Works. It's the first we've heard this particular argument so I don't have a response for that. As to the other point about stating the percentage and the dollar amount. It's the first time in my experience that this argument been raised, but my office will take a look at that and see if there is anything that we can do to address that concern going forward."

President: "Okay."

Mr. Barnaba: "Bob, do you have anything to add or note?"

MINUTES

City Solicitor: "I think also on the second point that you raised, it's our expectation and actually our requirement that when protests come in, you identify the grounds of the protest in the written submission and the second item that you raised wasn't identified in your bid protest."

President: "I will entertain a Motion."

City Solicitor: "I would MOVE to deny the protest and approve the recommendation of the agency to award the project."

President: "All those in favor --."

Comptroller: "Second."

Director of Public Works: "Second."

President: "I'm sorry."

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

Please NOTE that I **ABSTAIN**. The Motion carries. Thank you."

* * * * *

P67#102

Roofing And Sustainable Systems Inc.
8288 Telegraph Road-Suite C1
Odenton, Maryland 21113
410-674-4943
410-672-2785 Fax
www.rssi.us.com

"Putting your roof to work for YOU"

Board of Estimates
Room 204 City Hall
100 N. Holliday Street
Baltimore, MD 21201

Attn: Clerk

Re: Protest of Bid No.: 884
Roof Replacement

To whom it may concern,

The purpose of this letter is to "Protest" the bid of January 25, 2012 for project no. 884, roof replacement at the Back Water Treatment Facility. My name is Michael Barnaba and I am Vice President of Roofing and Sustainable Systems Inc. a duly authorized officer to submit this protest.

My reasons for protest are as follows:

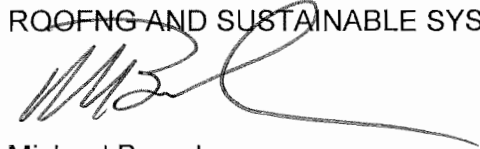
- I have reviewed both the duplicate and original bid packages submitted from the apparent low bidder and cannot determine if the MBE form "B" was filled out according to the letter dated October 17, 2011 in the instructions, which states "It is not acceptable for a MBE or WBE firm to sign a Blank Form Part B for later completion by the Prime Contractor". As both of the packages submitted are copies and none of the information is initialed how can anyone determine if the proper protocol was submitted. As it looks one of the forms was faxed and the other most likely emailed therefore a complete stream should be available to review and make sure forms were submitted correctly according to the requirement. RSSi can produce our email streams to show how we obtained signatures and what data was present for each email supplied. How can anyone see if a copied form is altered without either an original or initialed copy submitted?
- We also object to this new requirement of making the form contain the price to the MBE or WBE as this allows for the potential of the Prime Contractors price being made available to the MBE/WBE firms thus the potential of other Primes being notified. As I am not stating this has been done on this project it sure could be or become a potential problem on bids. It would be easy to figure out a Prime Contractors bid number by having the MBE/WBE contract value. This becomes more suspect especially when a Prime is using the same MBE as submitted on this project. How can this be fair or monitored and made sure firms are not giving out a Prime contractor's minority prices.

The allowance and acceptance of bids with the two items noted above for this and future bids should not be allowed. Firms should have to submit either an original or initialed form "B" with their bid and the percentage should be the only item signed by the MBE/WBE. Once the bid is made public then the MBE/WBE could then find out their contract value. It seems very unfair to the Prime contractors under the current requirement.

I look forward to your response.

Sincerely,

ROOFING AND SUSTAINABLE SYSTEMS INC.

A handwritten signature in black ink, appearing to read 'MB', is written over the company name.

Michael Barnaba
VP

CITY OF BALTIMORE
STEPHANIE RAWLINGS-BLAKE, Mayor



DEPARTMENT OF PUBLIC WORKS
CONTRACT ADMINISTRATION
1105 Abel Wolman Municipal Building
Baltimore, Maryland 21202

October 17, 2011

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

Dear Contractors and Sub-Contractors:

Form Part B: MBE/WBE and Prime Contractor's Statement of Intent is a critical element of your submission when you tender a bid to the City of Baltimore. This form was revised earlier in 2011 in order to streamline the contractor's submission and to draw attention to items that most often result in non-compliance ratings. The new Statement of Intent Form emphasizes critical information that the bidder and subcontractor should review before completing and signing the document.


Please adhere closely to the following instructions when completing and submitting Form Part B:

- 1. IT IS NOT ACCEPTABLE FOR AN MBE OR WBE FIRM TO SIGN A BLANK FORM PART B FOR LATER COMPLETION BY THE PRIME CONTRACTOR.**
2. Any information that is added to a Form Part B after it is signed must be initialed by both parties or the form is considered "altered." The only exception is the "Percentage of Total Contract," which may not be known until shortly before bid submission. The bidder should complete the administrative task of filling in this amount and then initial it.
3. An altered form will result in rejection of the entire bid.

A revised copy of the Part B: MBE/WBE and Prime Contractor's Statement of Intent is enclosed. Larger type has been added to call attention to the requirement for putting initials next to ALL post-signature changes.

If you have any additional questions, please call Contract Administration at 410-396-4041 or the Minority and Women's Business Opportunity Office at 410-396-3305.

Yours truly,


Maria Madham Thompson, CPA, CFA
Chief, Contract Administration Division

Enclosure

Cc: Alfred H. Foxx, Director
Shirley A. Williams, Chief, Minority and Women's Business Opportunity Office
Mari B. Ross, Office of Boards and Commissions

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBW&WW - cont'd

3.	WC 1203, Various Locations, Infrastructure Rehabilitation	Spiniello Companies	\$5,453,325.00
	MBE: Machado Construction Company, Inc.	\$150,000.00	2.75%
	Apex Petroleum Corporation	200,000.00	3.67%
	K&K Adams, Inc. LLC	<u>250,000.00</u>	<u>4.58%</u>
		\$600,000.00	11.00%
	WBE: R & R Contracting Utilities, Inc.	\$165,000.00	3.03%

MWBOO FOUND VENDOR IN COMPLIANCE.

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

BW&WW - cont'd

4. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNTS:</u>
\$7,198,389.00	9960-909100-9558	
Water Rev.	Constr. Res.	
	Water Infrastructure	
	Rehab	
\$ 545,332.50	-----	9960-910703-9557-2
		Extra Work
545,332.50	-----	9960-910703-9557-3
		Engineering
327,199.50	-----	9956-905538-9551-5
		Inspection
5,453,325.00	-----	9956-905538-9551-6
		Construction
<u>327,199.50</u>	-----	9956-905538-9551-9
		Administration
\$7,198,389.00		

This transfer will cover the funds required to award WC 1203, Infrastructure Rehabilitation at Various Locations.

Bureau of Purchases

- 5. B50002190, Provide National Economic \$694,730.00
a Disparity Study Research Associates, Inc.

MWBOO SET GOALS OF 15% MBE AND 5% WBE.

A PROTEST WAS RECEIVED FROM MASON TILLMAN ASSOCIATES, LTD., THE MARYLAND WASHINGTON MINORITY CONTRACTORS ASSOCIATION, INC., AND THE MARYLAND MINORITY CONTRACTORS ASSOCIATION, INC.

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President: "The second item on the non-routine agenda can be found on Page 71, item no. 5, B50002190, Provide a Disparity Study. Will the parties please come forward?"

Mr. Mazza: "Good morning. My name is Joe Mazza, I am the City Purchasing Agent, and the Bureau of Purchases recommends the Board approve an award of for Solicitation No. B50002190, Provide a Disparity Study to the highest scoring proposer National Economic Research Associates, Incorporated in the amount of \$694,730.00."

Mr. Jolivet: "Good morning Mr. President."

President: "Talk into the mic."

Mr. Jolivet: "Good morning."

Mayor: "Into the mic."

Mr. Jolivet: "Good morning. Arnold M. Jolivet and I believe I sent you a small brief outlining my issues and I would hope that each one has read it and I can just move to proceed on the brief if Mr. Nilson would agree and that is what I would like to do. I would just like to know if that is possible Mr. Nilson?"

City Solicitor: "For you to submit a brief without any oral remarks. You are not asking me to agree with the substance of the brief are you?"

Mr. Jolivet: "Absolutely."

City Solicitor: "Then I respectfully can't do that."

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Mr. Jolivet: "Okay. Well --."

City Solicitor: "And won't."

Mr. Jolivet: "I'll just -- I submitted to you my one of my exhibits and I think the Board should take notice of the various prices from the bids. I would also ask the Board to pay special attention to the second page of that exhibit that I have submitted to you and I believe one of my arguments, one of my contentions is that the process the selection process appears to be flawed and if you look at the second exhibit attached to what I have given you it - it -- and I would ask you to pay special attention to the information under scorer number 4. Scorer number 4. Now, we really don't have any way of knowing who that scorer is. But nonetheless, I think that on the face of that document alone, maybe I should explain what it is. It is the summary of the evaluation as scored by the Commit - - the Selection Committee. Now, one of my concerns is that the evaluation process was flawed. Now, if you look at the results of scorer number 4 for the bidder whom I am representing this morning, Mason Tillman, it shows that that scorer rated or gave the bidder a score of zero. Now look at the other scores. The comparable scores that were given to that same firm by other scorers. Now, I would submit to your Honorable Board, that there is something amiss about this scoring process, and I would

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ask your Honorable Board to uh -- review this matter, because I have presented to you a sufficient amount of information which strongly indicates an impropriety, flaws and arbitrariness in how this proposal was uh - - evaluated. I would also ask that you look and I believe I made the argument in my brief that I would ask that you look at the submission that I have given you and it is the submission -- the submission is a form that is required of all bidders. No matter what contract it is, and my purpose for submitting that to you is that it shows that the bidder NERA executed that Statement of Intent with CR Dynamics and Associates. Now, the second page of that submission also has a document that is taken from the files no more than I think three days ago of the Maryland Department of Assessments and Taxation. And what that file says that at the time this bid was submitted to the Board, and presumably at the time that the bid was actually tendered to NERA, that this firm CR Dynamics had been forfeited, the charter of course had been forfeited and under the laws of Maryland the firm had no recognition in the eyes of the law and nor was it empowered to submit bids or to do anything other than activities that were related or necessary to the winding down and closing up of the business. I would submit to you that putting on a proposal, a new proposal to perform subcontract work did not qualify for that. So, I ask your

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honorable Board to in view of the fact that the bid was defective because my argument is, that NERA like any bidder was required to do its due diligence. That is to find out whether a firm was certified. To find out whether a firm was legally authorized to do business in the State and I would submit to you that NERA obviously didn't do that. The bidder the sub bidder in this case was not certified it was not -- and Mr. Corey obviously will maintain that the firm was certified. But my argument is the firm could not have been certified when it doesn't exist, and under the MBE Ordinance it has long been a requirement that at the time of bid, the prime bidder submits to the agency or to this Board a list of minority firms that they intend to use. Now, assuming that NERA submitted CR Dynamics in which they did. The bid of CR Dynamics or the sub bid of CR -- made NERA's bid defective because NERA did not meet the terms and conditions of the RFP with regard to being a responsive responsible bidder. You will recall that the bid conditions and the MBE Ordinance require very specifically that the bidder be a responsive, responsible bidder. My contentions are that by not meeting the MBE requirements NERA was hence not a responsible well not a responsive bidder and I believe there is good case law to that effect. I would ask this Board to agree with that

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argument - uh - for the time being. Also, I would like to put on the record the fact that --."

City Solicitor: "I am sorry. What do you mean you want us to agree with that argument for the time being?"

Mr. Jolivet: "Well maybe --."

City Solicitor: "I'm not sure I understand what you mean to be saying there?"

Mr. Jolivet: "Well, presumably I was really talking -- actually I would like for you to agree for it in the total, in the end. But, for the time being I'm still in my presentation and I'll be another two minutes."

City Solicitor: "Okay."

Mr. Jolivet: "But nonetheless, that's a good question. That's a good question. But I want I want to also ask your Honorable Board to look at the -- I would like your Honorable Board to look at the submission of NERA for its minority actually WBE participation. My contentions in my brief to the Board asserted that NERA would not under the Ordinance and under the RFP be eligible to obtain full credit for neither - uh - CR Dynamics nor Keller. I explained about CR Dynamics, I would just like to just hit on Keller. If you look at the second page of the exhibits I have just given you, second page of the exhibit I've just given you, I would like for you to look at the scope of

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work which NERA described as to what Keller would be performing. Now my submission is, that the scope of work you remember that we've always said for 20 years here at the Board that the MBE firm named in the Statement of Intent must be -- the Scope of Work -- must correspond to the Scope of Work for which the MBE or WBE is City certified, and I would like this Board to look and compare the Scope of Work for which Keller Professional Services is named in the bid. And I would submit to your honorable Board that that Scope of Work is not the same work which Keller is MBE certified in the City's directory. I want to move-on on that. I would also like to ask the Board to look at, to look at the first exhibit which I gave you and the first exhibit the second page of the first exhibit outlines the bid proposals, the price proposals as they came in to the Board of Estimates. Now, I am concerned that as strapped as the City is for cash, the record will reflect that the Bureau of Purchases given the high prices that were initially came in for these services, as a taxpayer, I'm offended that the Bureau of Purchases never in accordance with well established procurement regulations that is done in all every procurement agency that I know. They never asked the bidders for a best and final price offer. That ladies and gentlemen was critical. Because for the City to pay the kind of money that is being proposed here for

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these services suggests in my opinion well it suggests that we can do a better job of getting a better price. And, I would also ask the Board - I would ask the Board just to look at those prices and look at the disparity between the prices. It is very clear I believe that the City is paying \$317,000.00 more to NERA than what it should have been paying rightfully it should have been paying. I would ask the Board to be very, very sensitive to the unique conditions of the Baltimore City Taxpayers. Very critical, \$317,000.00 premium that the City is paying, and I read in the paper everyday of them closing recreation centers, swimming pools and everything else. But, I want to ask the Board to be sensitive to that because, there is no real logic in selecting NERA for this job. The other thing that I would like to convey to the Board is I believe Mr. Corey is a very honorable person. But, I am extremely concerned that Mr. Corey had a conflict of interest in being involved in this project. Being involved as the person who supervised the entire evaluation and scoring process. I would strongly submit to this Board that in 2005, Mr. Corey had an involvement with NERA that I think disqualifies him from being involved in the project at all. Now, let me just take a moment to describe what that involvement was. Mr. Corey in 2005, the City was preparing to renew its Minority Women's program and Mr. Corey was in the

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process of selecting a contractor to perform the study. Now, Mr. Corey did not go through the City's competitive bidding process."

City Solicitor: "You are way past your two minutes."

Mr. Jolivet: "And I appreciate and I respectfully ask the Board for an extension of another two minutes."

City Solicitor: "That would be to the Council President."

President: "You can go ahead."

Mr. Jolivet: "Thank you Mr. President. Again, to make a long story short, I don't want to belabor the point. But when a bidder bids a job like this to the City, they want to believe that they, that the playing field is level. They want to believe that they're going to get a good deal, a fair deal. Now my argument is, Mr. Corey by giving a sole source contract to NERA Mr. Corey evidenced his impartiality or partiality to NERA and therefore should not have been involved in this procurement. Because he had already established that he had favorable uh - desire to select NERA. Now, keep in mind that there ought to be a level playing field, but I believe that this procurement is so tainted, it is so tainted and given the fact that the City doesn't have this kind of money. I said to you in my brief that the Board this Board has a basic responsibility to make sure that it gets the best price, in fact the lowest responsible

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price for this job, and I am submitting to you Mr. President that the City has not been able to get the benefit of competitive bidding. I will urge your honorable Board to reject the bids today and put this contract out for new bids. That is the most simplistic thing to do. That is the most appropriate thing to do. Mr. President, we don't have \$317,000.00 extra in view of the fact -- and the Solicitor is very much familiar with -- but the courts have said that once you qualify a bidder, the competitive bidding Charter requirement does not allow you there are no degrees of qualification. Once, all of these firms qualify, the very principal of competitive bidding, the very fundamental purpose and objective of competitive bidding is to give the taxpayers the best lowest cost Mr. President. I know this is the most difficult thing for us to deal with. But guess what, if the Board is concerned about the delaying the study and not being able to have the study in order to re-enact the Ordinance, I would suggest to you that that's not a problem because the Ordinance has already been extended. The last time in 19--, in 2007, we extended the Ordinance seven times, so we can extend it again. For \$317,000.00 Mr. President I think it's worth it."

President: "Okay."

Mr. Jolivet: "I think it's worth it."

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President: "Okay. Comptroller Pratt has a question."

Comptroller: "Did scorer number 4 participate in the evaluation of Mason Tillman and Associates?"

Mr. Mazza: "Yes and she, excuse me, that scorer participated in all the evaluations. That score was noted. Mr. Jolivet said that Mr. Corey supervised the evaluation --."

Comptroller: "I have a question before you -- how was it that they got a zero?"

Mr. Mazza: "Well , uh -uh -I'll get to that."

Comptroller: "Okay."

(Clerk's Note: The Honorable Mayor Rawlings-Blake left meeting and Mr. Harry Black, Director of Finance sat and acted on behalf of the Mayor).

Mr. Mazza: "Mr. Corey did not supervise the evaluation process. The evaluation process was supervised by the Bureau of Purchases and the person or the buyer who handled this source solicitation."

City Solicitor: "I think I am also right that they were also advised by special outside counsel--"

Mr. Mazza: "Yes--"

City Solicitor: "--who came to assist in the general process of extending the Ordinance, Franklin Lee, a national expert."

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Mr. Mazza: "Yes sir. And let me answer the Comptroller's question if I may. When the buyer saw that score as we do in procurement, when we see something that looks odd in the scoring we look into that. That scorer was questioned as to why the score was awarded and that scorer had articulated what we thought were legitimate reasons for that score in that case. Now however, I also say, that if Mason Tillman were given the maximum points by that scorer which is 275 for technical. So if that bidder was given the full 275 points, it would result in a total score of 290.7 which is still not the highest scoring proposal."

City Solicitor: "I would also point out and maybe you've withdrawn the argument that you submitted in your written brief which was that the Board has no choice but to award to the lowest price bidder. Because if we did that, your client or the firm under whose behalf you're advocating would not obtain the procurement. Is that -- have you withdrawn that argument with which I disagree/ -- I mean your legal argument about the construction of the Charter. But are you withdrawing that argument?"

Mr. Jolivet: "Of course not. But may I elaborate on it, and I know the time is late? What I'm submitting to you is that the argument that I have submitted to this Board is a broad argument

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that not only protects the interest of the bidder and particularly a bidder that I am representing, but also the taxpayers. Mr. Nilson, you cannot decide this case without considering the interest of the taxpayers here."

City Solicitor: "Well we are and we will."

Mr. Jolivet: "You can't."

City Solicitor: "We will."

Mr. Jolivet: "You cannot divulge - - separate the interest of the taxpayers."

City Solicitor: "It's also pretty important that we select a firm with outstanding technical competence. This is a very important Ordinance to all of the other members of the your association and to members of the minority business community and the Women's Business Community and its extremely important that the firm that is selected is selected with an expectation based on the submissions that its work will bring value to the effort to have a proper legally defensible MBE/WBE Ordinance going forward. That's very important, and even I would submit more important than price as I think the relative weight assigned to price and technical competence that were used here reflect."

Mr. Jolivet: "Well, ordinarily I would agree with you but I believe very strongly that all of the bidders each one of them

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have a terrific outstanding expansive record of performing these studies."

City Solicitor: "But it's the job of the evaluation committees to make that determination, not your job and respectfully not my job either as a member of this Board."

Mr. Jolivet: "Well I think as a taxpayer I have an interest. I have an interest."

Mr. Jolivet: "I am not going to let you tell me I don't. I have an interest."

City Solicitor: "I didn't say you didn't"

Mr. Jolivet: "But the bottom line is, I think that for a Board to make this decision being oblivious of the disparity in the cost in all due respect, I think it's wrong. I think its wrong Mr. Nilson. There has got to be a way and the other thing that this procurement sends a very bad message to the minority the African American firms in particular that perform these studies. It says that no matter how good you are and how great a price that you can produce - - Mr. Nilson, in Baltimore City you are not going to get a contract because we prefer to give the contract to firms that are white owned. That's what it is."

City Solicitor: "Well that's an allegation upon which there --
."

Mr. Jolivet: "But this is what --."

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City Solicitor: "There is no factual basis for that allegation."

Mr. Jolivet: "But this is what the record shows."

City Solicitor: "The record does not show that."

Mr. Jolivet: "I'm just summarizing the record. Mr. Nilson, look at all these -- these firms do studies all over the world, and the firms whom I am representing Mr. Nilson has done studies and we presented to you or will present to you a copy a list of all the studies that this firm has done, and you tell me that this firm is not qualified to work in Baltimore."

President: "Well let's hear from Purchasing."

Mr. Mazza: "Well we're not saying this firm is not qualified to work in Baltimore. We are not saying this firm is incompetent or even that this firm is not an excellent firm. What were are saying is, that this firm did not score the highest technical point in the judgment of the evaluators. The City is not oblivious to price. If we were oblivious to price we would award based on the technical only. We do factor in the price and the price is factored in weighted with the technical to come up with a final score and in this case, that scorer was not awarded to Mason Tillman. You mentioned, excuse me Sir, -- why we didn't do a BAFO, a Best and Final Offer its normally done in a case where the City is unable to uh - uh - meet the price and is then willing to adjust the scope to try and reduce the scope

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of the work in such a way as to get a lower price that can be sustained. In this case, the scope is what the scope is. The City was not in a position to adjust the scope so we do go for best and final offer. Um -- I guess just in summary of what I would say is that we followed all of our procedures. We did our due diligence. We tallied the scores and the highest scoring bidder is the one that we are recommending."

Comptroller: "I have a question."

Mr. Mazza: "Mr. Corey I think would like to certify -- excuse me, address the MBE/WBE issues."

City Solicitor: "Be very brief."

President: "After you Mr. Corey, the Comptroller has another question."

Mr. Corey: "Okay. Thomas Corey, Chief of the Minority and Women's Business Opportunity Office. As to one point of the conflict of interest, in the 2004, 2005 study I did not select NERA or have anything to do with their selection. The Solicitor at that time and his office selected the consultant. I was a fact witness as it were and I couldn't participate. I had to sit on the sidelines. As to the MBE/WBE issue with CR Dynamics, they are certified with our office and they are in good standing with SDAT. We noted at the time that the bids uh - responses came in that CR Dynamics was not in good standing with the State

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Department of Assessment and Taxation, but as is our practice, we say that a company must come into uh - uh - compliance by the time that they are ready to go to work. They did in fact do this. Um With --."

City Solicitor: "Are they are currently in good standing?"

Mr. Corey: "They are currently in good standing and we have that record in front of us here. As for Keller and the scope of their work, they are certified to do management consulting which is a broad term and the duties that are encompassed here, the duties that they have been asked to do here are well indeed come within management consulting. We can't have a service description that fits every little nuance or service that may come up, but within that broad description of management consultant they are certainly --- that certainly comes within their purview. So, we found them in compliance. One last thing, as Chief of this office, it is highly important -- this program is important to the City and to its citizens. We the Committee look at these proposals and scored on that technical competence and that is how the score is arrived. We have to go with what the Evaluation Committee came up with."

President: "Well, I just want to let you know that I have a serious problem with scorer number 4 and how this score compared to the other scores has such low numbers, you know and to give

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someone a zero - - no one gets a zero unless you're just incompetent."

City Solicitor: "Before I submit Mr. President --."

President: "Excuse me Mr. Nilson, let me finish. I don't cut you off. No one gets a zero and I am quite sure this company has done business with the City before. I am quite sure their score was never a zero. I mean I have a serious issue with that and I just want to let you know that. I have a serious problem with that. Comptroller."

Comptroller: "And I have an issue with the company MGT of America their score was basically just 6 tenths of a percent and its \$296,000.00 lower."

Mr. Mazza: "Well --."

Comptroller: "And you know -- why are we awarding approximately \$695,000.00 when we have a company MGT whose score is 94.2 and whose price is \$296,000.00 lower?"

Mr. Mazza: "Well, one answer is that we have no choice because we applied the rules of the RFP. The scores were what the scores are and there is no basis for us to change that. Now, it does seem odd --that."

Comptroller: "It does."

Mr. Mazza: "I mean for that little bit of a point - - "

Comptroller: "Yes."

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Mr. Mazza: " - - we are going to spend. But the nature of an RFP is that we give different weights to the technical and to the price, and if you look at the technical score, there was a large difference in the technical score. The technical score was 223 versus 254

Comptroller: "Yes"

Mr. Mazza: "- - and that is where the value to the City uh - uh - comes in, and that technical score, that large difference in the technical score out-weighed uh - uh - the price and then the final scoring came out as it did."

City Solicitor: "The Charter authorizes and directs us in an RFP situation to award it to the bidder getting the highest score."

Mr. Mazza: "The highest scoring and it doesn't there's no --."

City Solicitor: "Second highest."

Mr. Mazza: "-- and we have any option other than to do that."

President: "You want to make one final?"

Mr. Norton: "Thank you. My name is Edward Norton; I am counsel to Mason Tillman. I want to be brief because actually I don't want to take up more of your time than you have. First, there's a due process issue. Mason Tillman has been trying to get these evaluations for at least a week and we're told we could not get them until after the close of business yesterday, and if we had

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had these we would have been able to give you a much more extended explanation of the problem with this zero evaluation. Mason Tillman has done 117 studies. It has never been sued. NERA has been sued, uh -- and there have been questions raised about its technical work, so to somehow or another have NERA whose has done fewer studies and has been sued being set so highly ranked over Mason Tillman strange credulity. I would note also there was a suit having to do with the Department of Transportation, the Maryland Department of Transportation which raised a serious question about a 4th Circuit opinion. Uh -- which said that you could only have in a race conscious subcontracting programs that met the technical legal standards. Uh - NERA settled well - - I shouldn't say the NERA maybe it's the City settled it, which tells me that there were serious concern if they had gone to litigation and in a court decision they would have lost, and so they decided it's usually the ways lawyers will do to make cases disappear which is going to produce serious legal problems. But I can leave you with the fact that we did - we have done 117 studies around the country which is more than anybody else. Significantly more than NERA and we don't have any track record of being litigated and having lost."

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Director of Public Works: "I would, one question, sorry. On the evaluation since the focus is on this scorer number 4. You indicated that when you gathered all of the scores that there was a discussion of the scoring. Who was involved in that discussion? Were the other scorers or was this a one on one?"

President: "You have to come up, she has to come up and state who she is."

Ms. Ziegler: "I am Sue Ziegler Procurement Supervisor for the Bureau of Purchases. I was the guide, the leader of the Evaluation Committee, and the zero scorer was challenged and we felt as a group and individually that there were justified reasons and we let it stand."

Director of Public Works: "And when you said we you are talking about the committee members that's listed?"

Ms. Ziegler: "Yes."

Director of Public Works: "Okay."

Mr. Mazza: "I would also point out again that had that scorer given the maximum which no bidder was given by any scorer, had that bidder been given maximum technical score of 275, they still wouldn't have been in the highest scoring proposer."

Mr. Jolivet: "Mr. President, that misses the point. That statement simply misses the point. The purpose of that statement being articulated to this Board this morning is to

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show that the process was not fair, and yeah assuming that what he said it may assuming be right. But the process itself that - - what they did for tainted and destroyed the fairness of the process, and Mr. Mazza doesn't get it. He doesn't get it."

President: "Well we are going to um --."

Mr. Jolivet: "Can I just make one and I apologize, I profusely --."

President: "I am ready to call for a vote."

Mr. Jolivet: "I want to just --."

Mr. Frazier: "I'd like to make a comment."

Mr. Jolivet: "Wayne make your comment."

Mr. Frazier: "Good morning my name is Wayne Frazier and I am President of the Maryland Washington Minority Contractors Association. My address is 3229 Powhatan Avenue, in Baltimore City. I am extremely disappointed in the way that this has come about. This gentleman is extremely, extremely nervous. He can't explain himself. It's not justifiable, there are flaws throughout. To pay \$300,000.00 more and to deem Mason Tillman who has done twice as many disparity studies as NERA is absolutely wrong, there's flaws throughout. This particular procurement should be thrown out and redone. We can do it, we can do a better job. I am also concerned I am disappointed that the Mayor left. She has three votes. The Mayor left in the

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middle of this. This is about her Minority Business Program. To award to NERA and then the second one MGT both of those are white-owned corporate businesses. How can they be scored higher than the four other African American firms, which Mason Tillman is one. Mason Tillman just performed the Disparity Study for WSSC, and they changed their whole program and now they are achieving greater results, never. They did one for Baltimore County when Jim Smith was County Exec., and Baltimore County is achieving results never seen before, and then to rate the four African American firms at the lowest and their prices were in line, it's something wrong with that. I find fault with the City. I find fault with the Mayor. You're sitting in here for the Mayor, for her not stepping in. This is about minority business inclusion here in the City of Baltimore and it ain't happening."

Director of Finance: "Well speaking on behalf of the Mayor, uh - she and the administration takes minority business development very very seriously. I have a very long track record of it myself personally and professionally so, this seat is in good hands right now."

Mr. Frazier: "Well if you believe in it, then you would vote to throw this out and redo it in a fair way. Something is wrong with this. I have been born and bred in the City, I haven't

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left. I do no business here in the City. When O'Malley was here, when Dixon was here and now with Rawlings-Blake and now we have to go through this. This is blatant -- this is blatantly wrong."

Mr. Jolivet: "Mr. President --."

Erin Sher: "May I address the Board for the Law Department? Good morning, Erin Sher from the Law Department. Mr. Jolivet has gone on and on about the fairness of the procedure, the only way procurement can be fair is to follow the method of award, excuse me laid out in the solicitation and any deviation from that violates the Charter. So fairness requires that we follow the evaluation procedure laid out for all of the bidders to offer their best and then to be scored in according with the method of award laid out in the solicitation. That is the only thing allowed by the Charter. It does not allow modification after the fact based upon what the bidders believed they should have received."

Mr. Jolivet: "In all due respect--."

President: "You have to talk into the mic Mr. Jolivet."

Mr. Jolivet: "In all due respect, you and Mr. Mazza still don't get it. You don't get it."

Erin Sher: "Can I quote from the Charter please?"

Mr. Jolivet: "You don't need to --."

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Erin Sher: "The Board of Estimates shall award to the highest scoring responsive bidder. Shall award."

Mr. Jolivet: "Mr. President thank you for allowing -- but I want to just make one other addition to the record and that Mr. Nilson asked me the question regarding whether or not the Board can award this contract without regard to the bidders being the lowest bidder. I'm hoping that is a proper characterization of your question?"

City Solicitor: "Pretty much."

Mr. Jolivet: Okay well, what I would suggest to Mr. Nilson since this, since this procurement is allegedly to be so important, the Charter, Article VI, Section 11(h)(i) further says 'that the Board after opening the bid shall award the contract to scoring to the bidder having the highest score'. It does say responsive and responsible bidder. But Mr. Nilson, I'd like for you to look at the case law and today I know it's important."

City Solicitor: "All of which preceded that amendment to the Charter by the way."

Mr. Jolivet: "No. I no

City Solicitor: "It did Mr. Jolivet."

Mr. Jolivet: "No. no. I still think it would be relevant and here's the point. There are cases that say that once you qualify

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all of the bidders even in the request for proposal and you qualify the list there are no debriefs. But this award was presumably made on was an assumption or a conclusion that the various business had different levels of qualification. Now, in a situation like this because of the purpose and objective of competitive bidding as I said in my brief, the very purpose nature and objective of competitive bidding is to award to the lowest dollar bid -- not matter what."

City Solicitor: "With respectful and just for the information of the members of the Board the Charter amendment under which this procurement was conducted directs or enables and directs the City in an RFP context to award to the highest scoring bidder and that allows and has traditionally and now expressly under the Charter allows and provides for the kind of combined scoring that is done here where weights are assigned in advance to technical competency, none of the firms by the way but of the proposal the technical benefits and value brought to the table by the proposal and price. Weights were determined, the committee was selected as far as I can tell the people involved in this procurement followed those rules and came up with the result that we now have before us."

Mr. Jolivet: "Is that already made up conclusion?"

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City Solicitor: "Pardon me, no I am telling you what the rules are there is no showing that the rules were not followed."

Mr. Jolivet: "One more final in 2011, I just want a -- since the picture has been presented this morning to this Honorable Board, that NERA is such a well qualified contractor, I think it is important for me to put on the record that in 2009, NERA was hired by the Maryland Department of Transportation and the State of Maryland to do a study, a same kind of study in the nature of and the character of the work, to do a study which will allow the Maryland Department of Transportation to have a predicate in order for them to renew their minority program. Now, it is important for this Board to know that - Maryland General -- NERA was supposed to deliver the study in July of 2010. NERA did not deliver the study until February of 2011. Which therefore necessitated the Maryland Department of Transportation to defer any legislation for 2010. So, the big gigantic argument that NERA is such a good qualified firm is bogus. It's bogus. So I just wanted to put that on the record so the Board as a group could respectfully know that the picture painted for NERA is not accurate. Mr. President I merely want to put on the record and I think I speak for all of the persons with me today and I just want you to know Ed's flown all the way from Oakland to be with us this morning, because they believe in what they are doing."

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They believe the company is a terrific company. They are a well qualified company so hence he's here today to let you know that he wants to work in Baltimore and the second parallel to that he is of the mindset and the President of Mason Tillman also is of the mindset, Mr. President, they didn't get a fair deal on this award. They didn't get a fair deal. So, with that I think I just need to thank you for allowing me the leeway to make these arguments, because the minority program is important to the City. It is important and it should be important and its amazing Mr. Frazier noticed that the Mayor vacated the premises. I felt that was really debilitating to me as a citizen and a person whose involved in the minority program. That the fact that the Mayor would not stay here and be a part of this argument and be a part of this decision making, Mr. President, in all due respect, and Mr. Nilson in all due respect, I don't think that was a good thing."

City Solicitor: "Well I think you should direct those remarks to the Mayor and not direct them to the Board in the Mayor's absence."

Mr. Jolivet: "No, I believe it's a part of this Board."

City Solicitor: "Well okay. But --."

Mr. Norton: "Appointed by -- excuse me we'll rest with your judgment. We are not saying you can't find the facts based on

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what they are. I simply want to say that the argument somehow or another we followed the rules. Rules have existed in many circumstances and have been applied terribly, and what we are saying is there's serious due process consideration, in terms of the fact that we couldn't get these scores until after five o'clock yesterday afternoon to see this zero evaluation of Mason Tillman. We did put in a brief letter which talked about litigation in which NERA has been involved in, involving the Maryland Department of Transportation and which they had to make disappear, which speaks to their competence and this evaluation."

City Solicitor: "You seem like a very articulate and distinguished and terrific person. But we have to defer to a process that was set up and a committee that was created and with all due respect and I have not read your submission on this procurement or the others. But of the five members of the Evaluation Committee and not that this is relevant, but three of them I think are African American members, your firm received a lower technical score than the NERA firm by four of those five committee members, and you know that's not something that we should overlook. We should not be jumping into the fray and changing scores on either price determination or technical

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evaluation by a duly established committee created as part of the procurement process. We would be remiss if we did that."

Mr. Norton: "Our only request is that you reconsider it."

Ms. Trueheart: "In the best interest of the Taxpayer, In the best--"

President: "Ms. Trueheart, Ms. Trueheart, Ms. Trueheart."

Ms. Trueheart: Throw it out! Throw it out!

Mr. Norton: "All we ask is that you reconsider. We did not ask you to adjust the scores. We did not ask."

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

City Solicitor: "I would MOVE based on the presentations here today, on the facts and the process that folks went through that the protest be respectfully denied and that the recommendation be approved and we go forward with this important work."

President: "Is there a second?"

Director of Public Works: "I second."

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

Comptroller: "NAY."

President: "Please **NOTE** that President Young votes **NO**, and Comptroller Pratt votes **NO**."

(Applause)

Mr. Frazier: "Disappointing. Disappointing. Mayor Stephanie Rawlings-Blake."

MINUTES

* * * * *

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

- 6. B50002282, Spring Rescind
 2012 Supply and John Deere \$ 17,512.00
 Deliver Trees for Landscapes
 Tree Baltimore
- Re-Award
 Shemin Nurseries \$ 20,290.00

On March 21, 2012, the Board awarded the contract to John Deere Landscapes in the amount of \$17,512.00 and Shemin Nurseries in the amount of \$91,807.25. John Deere Landscapes has requested that the award of their trees be rescinded because they are not able to supply them due to an early Spring disrupting growth patterns in their location. The requested trees have already flowered and would die prematurely after planting. The second vendor Shemin Nurseries will supply all of the trees for the contract from local sources, making the total award to Shemin Nurseries \$112,097.25.

MWBOO GRANTED A WAIVER.

- 7. B50002303, Sewer TV R.S. Technical Services, \$ 93,930.00
 Unit Cameras and Inc.
 Equipment

MWBOO GRANTED A WAIVER.

- 8. B50002304, Heavy Correlli, Inc. \$355,100.00
 Rubber Tire Wheel
 Loader

MWBOO GRANTED A WAIVER.



MASON TILLMAN
ASSOCIATES, LTD

April 17, 2012

Bernard C. Young
President, Board of Estimates
President, Baltimore City Council

Via email and facsimile

Subject: Protest of Request for Bid No. B50002190

Mason Tillman Associates (Mason Tillman) writes to protest the proposed award of RFB No. B50002190 to National Economic Research Associates, Inc. (NERA), an item which is on the Board of Estimates' April 18, 2012 agenda. Mason Tillman will attend and present detailed reasons for this protest.

The information Sue Ziegler, Chief Procurement Officer, provided has Mason Tillman ranked last of the five responders despite the fact that the firm has completed 117 disparity studies and none have been challenged legally. Two of the disparity studies were performed in the State of Maryland and the M/WBE Programs based on these studies have been in place for several years without a single legal challenge. We would detail why that ranking and the proposed award are not justified but are unable to do so fully until the scores for each evaluation criterion are provided. The scores were initially requested April 6th and again on April 12th and 15th.

We bring to your attention now the following facts about three of our competitors.

National Economic Research Associates (NERA)

NERA has performed fewer than 50 disparity studies. Furthermore there has been at least three challenges filed in federal court involving NERA's disparity studies and M/WBE programs predicated on them. In *Builders Association of Greater Chicago*, 298 F.Supp2d 725 (N.D. Ill, 2003), the court found City of Chicago's M/WBE program based on NERA'S disparity study to be unconstitutional and the City was ordered to suspend the program. The most

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POLICY
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& SOCIAL
MARKETING

Bernard C. Young
April 17, 2012
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MASON TILLMAN
ASSOCIATES

recent case filed in federal court, *Kline v. Swaim-Staley*, 1:08-cv-03197-ELLH, challenged the constitutionality of the State of Maryland's M/WBE program which was also based on NERA's disparity study.

MGT of America (MGT)

MGT performed a disparity study for the North Carolina Department of Transportation that was reviewed by the U.S. Court of Appeals for the Fourth Circuit. Based on its disparity study findings, MGT recommended that African Americans, Hispanic Americans, Asian Americans, Native Americans, and Caucasian Woman-owned businesses be included in a subcontracting goals based program. The Appellate court, in its July 22, 2010 decision in *H.B. Rowe Company v. W. Lyndo Tippett*, held that the statistical evidence of discrimination prepared by MGT did not support the inclusion of Hispanic Americans, Asian Americans, and Caucasian Woman-owned businesses. (Indeed, Caucasian Woman-owned businesses were over utilized, and the Court explicitly rejected MGT's submission that adverse experiences of Caucasian Woman-owned businesses in the private sector were an appropriate predicate for gender based goals.) The court ordered the State to suspend the application of its M/WBE program to the three groups.

Colette Holt & Associates (Colette Holt)

In contrast to the 117 disparity studies Mason Tillman has successfully completed without a single legal challenge to anyone of the studies or an M/WBE program based on a disparity study. Colette Holt has only been a subcontractor in the performance of disparity studies. The firm has not performed a single disparity study as a prime contractor.

Respectfully submitted,

Eleanor Mason Ramsey, Ph.D.
President



MASON TILLMAN
ASSOCIATES, LTD.

Fax Transmittal Cover Sheet

Date: April 17, 2012	Page: 1 of 3
Subject: Protest of RFP number B50002190 City of Baltimore	
TO: Board of Estimates	Company: City of Baltimore
Fax: 410.685.4416	Phone:
FROM: Eleanor Mason Ramsey, Ph.D., President	
Fax: 510.835.2647	Phone: 510. 835.9012

Enclosed please find Mason Tillman Associates' protest of RFP number B50002190.

From the Desk of:

Eleanor Mason Ramsey, Ph.D., President

Mason Tillman Associates, Ltd.
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Oakland, CA 94612
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MMCA- Maryland Minority Contractors Association, Inc.

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

Baltimore, Maryland 21210

443-413-3011 Phone

410-323-0932 Fax

April 17, 2012

VIA FAX: 410-685-4416

Honorable Jack Young
President, Baltimore City Board of Estimates
Room 204, City Hall
100 North Holliday Street
Baltimore, MD 21202

Re: Protest against Your Honorable Board of Estimates' Approval of
Bureau of Purchases' Recommendation to Award City RFP
B50002190-M/WBE Disparity Study, to the National Economic
Research Associates, Inc. ("NERA")

Dear Mr. President:

Please be informed that this letter is intended to constitute an official "protest" against your Honorable Board's approval of the above referenced proposed City contract to the bidder that submitted the highest dollar price (\$694,730.00) NERA. We are filing this protest in the name of and on behalf of the Maryland Minority Contractors Association, Inc. ("MMCA"), and its members, clients and constituents, to include but not limited to one of its members, Mason Tillman Associates, Ltd ("Mason Tillman"), an actual bidder for the subject city contract.

It is clear that both Protestants, MMCA and Mason Tillman possess the requisite standing to maintain this protest, which specifically seeks to inform your Honorable Board as to why it must not accept the recommendations of the Bureau of Purchases to award the subject M/WBE Disparity Study Contract to NERA.

- I. **BOTH PROTESTANTS MMCA AND MASON TILLMAN POSSESS THE REQUISIT STANDING TO MAINTAIN THIS PROTEST.**

It is patently clear and undisputed that both MMCA and Mason Tillman possess standing to maintain this protest. It is well settled that an association like protestant MMCA, herein, has standing to represent both its (1) members; (2) clients; and (3) constituents in this matter.

“[A]n Association has standing to bring suit on behalf of its members when: (a) its members would otherwise have standing to sue in their own right; (b) the interest it seeks to protect are germane to the organization’s purpose, and (c) neither the claim asserted nor relief requested requires the participation of individual members in the lawsuit.”

See Hunt v. Washington Apple Advertising Commission, 432 U.S. 333, 343 (1977); see also NAACP v. Button, 371 U.S. 415 (1973).

It is very clear that protestant MMCA qualified for standing to maintain this protest under both (a) and (b) above, see NAACP v. Button, supra. Since protestant Mason Tillman is a “member” of MMCA and it cannot be contested that Mason Tillman would possess the requisite “standing to sue in [its] own behalf,” Mason Tillman, likewise, would clearly have standing to maintain this protest.

In Haven Realty Corp. v. Coleman, 455 U.S. 363, 379 (1982), the U.S. Supreme Court considered the independent standing of an associational organization called Housing Opportunities Made Equal (“HOME”). HOME’s corporate function was strikingly similar to that of protestant MMCA herein. HOME’s chief purpose (function) was “to assist equal access to housing through counseling and other referral services.” Exactly like protestant MMCA in the instant matter, HOME had alleged that its corporate efforts had been “frustrated by the Defendants’ unlawful ... practices.” In a sweeping ruling, the Court held that HOME possessed “standing” in its own right:

“Such concrete and demonstrable injury to the organization’s activities – with the consequent drain on the organization’s recourses – constitutes far more than simply a setback to the organization’s abstract social interest. See Sierra Club v. Morton, 405 U.S. 727 at 739 (1972).”

The present case clearly appears to fall within the rule announced in Haven Realty, supra, and fully supports the conclusion that protestant MMCA has standing to maintain this protest. See also International Woodworkers v. Chesapeake Bay Plywood Corp., 659 F.2d 1259 (4th Cir. 1981), in which the U.S. Court of Appeals for the Fourth Circuit ruled that even an association which does not allege any direct harm to itself, can have standing under Article III of the U.S. Constitution, if it “alleges that its members, or anyone of them, are suffering immediate or threatened injury as a result of the challenged action of the sort that would make out a justiciable case had the members themselves brought suit.” see 659 F.2d at 1226 (quoting Warth v. Seldin, 422 U.S. 490, 511 (1974)).

Accordingly, these protestants herein, both MMCA and Mason Tillman, very much like plaintiffs having standing in virtually all equal protection matters, have sufficiently and appropriately alleged that they are “personally subject to the challenged [Baltimore City unlawful conduct]”. See Allen v. Wright, 468 U.S. at 755 (1984).

II. STATEMENT OF FACTS

This is a bid protest pursuant to the Baltimore City Board of Estimates’ formal contract protest rules, as promulgated by the Board via an appropriate 2005 Board Resolution. The protestants are Maryland Minority Contractors Association, Inc. (“MMCA”), a Maryland incorporated nonstock and nonprofit corporation whose corporate purpose is to represent, enhance and protect the economic and business interests of for profit business enterprises that are owned and operated by African American and other persons of color and ethnicity. The other protestant is Mason Tillman Associates, Ltd. (“Mason Tillman”), a California incorporated corporate entity, whose chief business endeavor is to conduct business and economic research, especially M/WBE Disparity Studies for business and government agencies. Moreover, Protestant Mason Tillman is also one of the bidders for City RFP No. B5002190-Baltimore City M/WBE Disparity Study.

Bid Proposals were received by the Board of Estimates on January 25, 2012, from five (5) bidders/ offerors. The City’s MWBODO convened a proposal evaluation team in early February, under the supervision of Mr. Thomas Corey, Chief of MWBOO. The proposal evaluation team produced the following proposed evaluation results as it relates to the following names/bidders/offerors:

Name Bidder	Highest Possible Price Points	Actual Pricing Score	Technical Score	Grand Total Score
Colette Hold Associates	75	48.15	201.4	249.55
Griffin & Strong, PC	75	75	165.4	240.40
Mason Tillman Associates, Ltd	75	70.9	164.8	235.70
MGT of America	75	71.1	223.2	294.30
National Economic Research Assoc. (NERA)	75	40.8	254.00	294.80

Presumably, because bidder/offeror NERA received the highest total combined pricing score (40.8) and technical score (254.00) for a grand total score of 294.80, the city’s chief of MWBOO

and Chief, Bureau of Purchasing have decided to recommended that your Honorable Board award the subject M/WBE Disparity study contract to NERA. Protestants fundamentally and wholly disagree, dispute, and challenge the correctness, propriety and lawfulness of this contract recommendation to NERA, and will present strong and compelling argument hereinafter, as to why your Honorable Board must not accept the aforesaid recommendation, and award the subject contract to NERA.

III. STATEMENT OF APPLICABLE AND CONTROLLING LAW OR POLICY

Inasmuch as the City's M/WBE Disparity study contract solicitation was advertized as a "Request for Proposals", ("RFP"), the criteria/standard for evaluating and ultimate selection of the successful bidder/ offeror is stated in and governed by Article VI, Section II(h)(1)(ii), of the City Charter which provides in relevant part:

"After opening the bids, the Board of Estimates shall award the contract...in the case of Request for Proposals to the highest scoring responsive and responsible bidder, or shall reject all bids."

see Article VI, Section II (h)(1)(ii), Baltimore City Charter (1998 Edition, as amended).

IV. QUESTIONS PRESENTED: DOES ARTICLE VI, SECTION 11 (h)(1)(ii) OF THE CITY CHARTER LAWFULLY AUTHORIZES YOUR HONORABLE BOARD TO AWARD THE CITY'S M/WBE DISPARITY STUDY CONTRACT TO BIDDER/OFFEROR NERA, NOTWITHSTANDING THAT NERA'S BID PROPOSAL DID NOT RECEIVE THE "HIGHEST" PRICE "SCORING" AND FAILED TO MEET THE CONTRACT ESTABLISHED 15% MBE UTILIZATION GOALS?

V. ARGUMENT

Your Honorable Board must wholly and outrightly dismiss and reject the recommendations from the City's Chief of MWBOO and the Chief, Bureau of Purchases to award the subject contract to Bidder/ Offeror, NERA, for several fundamental and compelling reasons, to include but are not limited to the following:

- (1) NERA's \$316,805.00 bid price difference compared to the lowest bidder, Griffin & Strong, PC's \$377,925.00 bid price, makes it totally imprudent and outright extravagant for your Honorable Board o award the contract to NERA. Given all the most serious and pressing city funding needs, it would be totally irresponsible and disrespectful to City taxpayers if your Honorable Board were to accept the recommendations of the City's Chief of MWBOO and of the Chief, Bureau of Purchases and award the contract to NERA;

(2) Article VI, Section 11 (h)(1)(ii) of the city charter does not require your Honorable Board to award the subject M/WBE Disparity Study contract to NERA, and your Honorable Board must not accept such recommendations, but rather, must vote to award the contract "to the highest scoring responsive and responsible bidder," other than NERA "or shall reject all bids." See Art. VI, Section 11(h)(1)(ii), Baltimore City Charter.

It is quite apparent that the City's Chief of MWBOO and Chief, Bureau of Purchases have misconstrued and misapplied the legislative purpose and language contained in Art. VI, Section 11(h)(1)(ii), of the City Charter, in recommending that your Honorable Board award the contract to NERA, on their erroneous and misguided assumption and conclusion that NERA is "the highest scoring responsive and responsible bidder," within the ambit of Art. VI, Section 11(h)(1)(ii), of the City Charter.

The controlling legislative language contained in Art. VI, Section 11(h)(1)(ii) of the City Charter reads in relevant part:

"...the Board of Estimates shall award the contract ... In the case of Request for Proposals to the highest scoring responsive and responsible bidder, or shall reject all bids."

see Art. VI, Section 11(h)(1)(ii) of the Baltimore City Charter.

Whether your Honorable Board can lawfully award this contract to bidder/offeror NERA, is predicated on the construction and application which the Board gives to the Art. VI, Section 11(h)(1)(ii) language: "...In the case of Request for Proposals to the highest scoring responsive and responsible bidder ..."

Even a very partial and cursory examination of this legislative language clearly shows that it is extra-ordinarily ambiguous and fails to give any hint of what exactly is meant by the language "...to the highest scoring responsive and responsible bidder." See Art. VI, Section 11(h)(1)(ii). This charter provision language is extra-ordinarily ambiguous for several fundamental reasons. First, an examination of the subject M/WBE Disparity Study bid proposals' evaluation and "scoring" process clearly and undisputedly shows the use of both a "pricing score," as well as a "technical score." This dual "scoring" methods immediately raises the important question as to just which one of the two (2) scoring methods, i.e. (1) "pricing score" or (2) "technical score" which the Art. VI, Section 11(h)(1)(ii) charter language "...the highest scoring responsive and responsible bidder" was intended to mean. Secondly, the legislative language contained in Art. VI, Section 11(h)(1)(ii) is part of the City's mandatory competitive bidding Charter provisions. Given that the Maryland Court of Appeals has consistently ruled that municipal competitive bidding charter provisions are "mandatory" and are designed to protect the taxpayers of the municipality by both securing the lowest price for a product or service and to "prevent favoritism, collusion and extravagance," in municipal contracting, the legislative language contained in Art VI, Section 11(h)(1)(ii) of the city charter, which purports to authorize this

Board to award, in the case of Request for Proposals, "to the highest scoring responsive and responsible bidder," notwithstanding that such bidder does not have the contract's lowest dollar price, conflicts with many Court of Appeals' rulings and is also extremely ambiguous.

This charter provision language is clearly ambiguous because in essence, it encourages and outright authorizes this Board to award contracts, in case of Request for Proposals to the "highest scoring responsive and responsible bidder," even where the "highest scoring responsive and responsible bidder" fails to have the lowest dollar price.

- (3) The Chief of the City's MWBOO and the Chief, Bureau of Purchases wrongly construed and implemented the legislative language contained in Art. VI, Section 11(h)(1)(ii) of the City Charter, which authorizes this Board to award the contract in the case of Request for Proposals to the "highest scoring responsive and responsible bidder."

Thus, we must seek to determine what is exactly meant by the legislative language "highest scoring responsive and responsible bidder," as contained in Art. VI, Section 11(h)(1)(ii) of the City Charter?

It is protestants' position that this language precludes Your Honorable Board from awarding this contract to NERA, with its \$316,805.00 premium bid price.

"The cardinal rule of statutory interpretation is to ascertain and effectuate the intent of the legislature." See Chow v. State, 393 Md. 431, 443 (2006) (quoting Kushell v. Md. Department of Natural Resources, 386 Md. 563, 570 (2005)). Hence, a full and reasonable construction of the legislative language, object and purpose of Art. VI, Section 11(h)(1)(ii), clearly evidenced a strong and unmistakable conclusion that, contrary to the city's contention, Section 11(h)(1)(ii) cannot and must not be interpreted, applied and implemented to support and justify your Honorable Board awarding the subject M/WBE Disparity Study contract to NERA, with its \$316,805.00 excessive bid proposal price. Awarding the contract to NERA would produce an illogically and unreasonable result, and would be contrary to the public policy of the State.

Courts give the words of a statute their ordinary and usual meaning. See e.g., City of Baltimore Dev. Corp. v. Carmel Realty Assocs., 395 Md. 299, 318 (2006). In an effort to effectuate the legislative intent, courts may consider "the consequences resulting from one meaning, rather than another, and adopt that construction which avoids an illogical or unreasonable result, or one which is inconsistent with common sense." see Chesapeake Charter, Inc. v. Anne Arundel County Bd. of Educ., 358 Md. 129, 135 (2000). If a statute is unambiguous, courts generally will not look beyond its plain language to determine legislative intent. See Kaczorowski v. Mayor and City Council of Baltimore, 309 Md. 505, 513 (1987); Maisel v. Montgomery County, 94 Md. App. 31, 37 (1992). If the language of the statute is ambiguous, however, then "courts consider not only the literal or usual meaning of the words, but their meaning and effect in light of the setting, the objectives and purpose of [the] enactment [under consideration]." See Fraternal Order of Police v. Mehrting, 343 Md. 155, 174 (1996).

Employing the above fundamental principles of statutory construction, it is patently clear that when one considers “the setting, the objectives and purpose of” Art. VI, Section 11(h)(1)(ii) (to protect the taxpayers of the municipality by both securing the lowest price for a product or service and “preventing favoritism, collusion and extravagance”), it becomes extraordinarily clear that your Honorable Board cannot and must not award the contract to NERA. The very purpose and fundamental object of competitive bidding absolutely dictate that your Honorable Board cannot and must not award the contract to NERA.

With regards to the concept and requirement of municipal competitive bidding, the Court of Appeals has ruled:

“[T]he purpose of this provision is to secure unrestricted competitive bidding so as to prevent favoritism and collusion and thereby procure public improvements at the lowest cost to the taxpayers.” See Board of Education v. Allender, 206 Md. 466, 475, 112 A.2d 455, 459 (1954); Hylton v. City of Baltimore, 268 Md. at 277, 300 A. 2d at 661 (1973); Hanna v. Board, 200 Md. 49, 54, 87 A.d 846, 848 (1952); Stoll v. City of Baltimore, 163 Md. 282, 288, 162 A. 267, 269-70 (1932).

To satisfy their noble purpose, competitive bidding charter provisions are interpreted so that any doubt with regard to the municipality’s power and authority to award municipal contracts to other than the lowest responsive and responsible dollar bidder, are construed against the municipality. Such charter provisions, it is said, are strictly construed by the courts. See 10 McQuillin, Municipal Corporations, Section 29.29 at 302.

The Court of Appeals has further written:

“[T] municipal power to contract must be strictly construed ... and ... any reasonable doubt as to the existence of municipal power must be resolved against the City. [C]ourts should not attempt, under the guise of construction, to imply the existence of exclusions in Charter provisions in addition to those expressly stated ...” Town of Somerset v. Montgomery County Board of Appeals, 245 Md. 52, 71-72, 225 A.2d 294, 306 (1966); State Insurance Commissioner v. Nationwide Mutual Ins. Co., 241 Md. 108, 117, 215 A.2d 749, 754-55 (1966).

See Hylton v. City of Baltimore, 268 Md. 266, 281-82, 300 A.2d 660 (1973) (citations omitted) (Murphy, C.J. adopting appellants’ statement of law).

A municipal contract executed in derogation of a mandatory charter provision is ultra vires and void. See Tuxedo Cheverly Vol. Fire Co. v. Prince George’s Co., 39 Md. App. 322, 331-32, 385 A.2d 819, 825 (1978). It is “wholly void” and cannot be specifically enforced or ratified. Id. If a municipal contract required to be awarded to the lowest responsive and responsible dollar bidder, is awarded to other than the lowest responsive and responsible dollar bidder, it is invalid and will not be enforced. See 10 McQuillin, Municipal Corporations, Section 29.41 at

328. See also Hall v. City of Baltimore, 252 Md. 416, 250 A.2d 233 (1969); Hanna v. Board of Education of Wicomico Co., 200 Md. 49, 87 A2d 846 (1952).

Tested by the above cited criterion, it is abundantly clear that the legislative language -- "highest scoring responsive and responsible bidder" -- contained in Art. VI, Section 11(h)(1)(ii), cannot be construed, applied and implemented to award the subject City M/WBE Disparity Study Contract to NERA.

Moreover, in view of the strong and uncontroverted evidence showing that both the City's Chief of MWBOO and chief, Bureau of Purchases have endeavored to bestow favoritism and special treatment upon NERA, in the contract evaluation and selection process, by purposely massaging and manipulating NERA's "technical score" upwards, so as to artificially and unlawfully facilitate NERA as the "highest scoring responsive and responsible bidder," within the meaning of Art. VI, Section 11(h)(1)(ii). It is extremely clear and undisputed that the entire bid proposal evaluation and scoring process was contrived and corrupted by the City's Chief of MWBOO and the Chief, Bureau of Purchases, in a joint effort to steer the contract to NERA. For example, the City's Chief of MWBOO and Chief, Bureau of Purchases awarded NERA's bid proposal, a total proposal score of 294.80 and awarded bidder MGT of America, Inc.'s bid proposal, a total proposal score of 294.30. This scoring was just sufficient to make NERA the "highest scoring responsive and responsible bidder" within the meaning of Art. VI, Section 11(h)(1)(ii), of the City Charter. The mathematical odds of any two (2) bidders attaining such closely related total proposal scores are outright remotely impossible.

Plain and simple, there was a purposeful and deliberate effort by the City's chief of MWBOO and Chief, Bureau of Purchases, to evade and circumvent the competitive bidding requirements contained in Art. VI, Section 11 (h)(1)(ii), of the City Charter and more troubling, the City did not receive the full benefit of competitive bidding, when one considers the important fact that competitive bidding, as authorized by Art. VI, Section 11(h)(1)(ii) of the City Charter is designed to protect the City's taxpayers by both securing the lowest price for a product or service, and preventing "favoritism, collusion and extravagance." See Hanna, 200 Md. at 54, 87 A.2d at 848.

As the Court of Appeals has said, "...the competitive bidding statute is plain and explicit and was enacted by the legislature for the benefit of the public, and accordingly any private agreement which tends to prevent or restrict completion, or any scheme which has the effect of promoting favoritism, circumvents the [charter] and is contrary to the public policy of the state." See Hanna, 200 Md. at 55. Additionally, this Honorable Board possesses a duty to City taxpayers, to endeavor to obtain and secure the "lowest dollar price" for the M/WBE Disparity Study services. See Hanna, 200 Md at 55 ("the Board of Education, like any other administrative agency charged with the duty of letting contracts, should endeavor to obtain the best possible competition under the circumstances of each particular case"). "In short, the [City] municipality or agency cannot do indirectly what it is prohibited from doing directly." *Id.*

4. Bidder NERA's bid proposal is defective and does not qualify for contract award, because it is not a "responsive and responsible bidder," within the meaning of Art. VI, Section 11 (h) (1) (ii), of the City Charter, since its bid proposal failed to fully meet the Contract RFP set 15% MBE utilization goal and the 5% WBE utilization goal.

The City's Chief of MWBOO has set goals of 15% MBE and 5% WBE. Even a cursory review of NERA's bid proposal form "Part B. MBE/WBE and Prime Contractor's Statement of Intent," however, clearly reveals that NERA's bid proposal fails to meet both the RFP –set 15% MBE and the 5% WBE utilization goals.

As a condition precedent of being declared a "responsive" and "responsible" bidder, within the meaning of Art. VI, Section 11 (h) (1) (11), of the City Charter, the bid conditions and RFP terms required NERA to include in its bid proposal a certified business enterprise participation affidavit in which NERA had to commit to utilize certified business enterprises in a percentage that equals or exceeds the applicable contract goals. see Art. 5, Section 28-48 (b) (1) – Baltimore City Code. Section 28-48 9b) (2) states that, "Any bid that does not include the certified business participation affidavit is non-responsive." Section 28-48 (c) (1) states, "(1) Prior to bid opening, bidders must submit to the City the certified business enterprise participation statement, including executed statements of intent, that specify: (i) the name of each certified business enterprise to whom the bidder intends to award a subcontract; (ii) whether that subcontractor is: (A) a minority business enterprise; or (B) a woman business enterprise. (iii) the dollar value of each subcontract; (iv) the scope of the work to be performed under the subcontract. Section 28-48 (d) required NERA, prior to bid opening to "verify that all MBEs and WBEs to be used have been certified by the office before bid opening." see Art. 5, Section 28-48 (d).

NERA identified and named C R Dynamics and Associates, Inc. ("C R Dynamics") as it certified MBE firm to perform 15.1% of contract value.

The problem, however, is that C R Dynamics was not certified by the City as an MBE firm. In fact, C R Dynamics was not a legal business entity at all. It turns out that NERA outright failed to do its homework and due diligence in vetting and determining C R Dynamics' City qualifications and certifications because the facts show the C R Dynamics ceased to exist as a Maryland corporation in 2009, inasmuch as the Maryland Department of Assessments and Taxation ("DAT") annulled and forfeited the firm's corporate charter in 2009, as a result of the firm's failure to file its State personal property tax returns and to pay outstanding personal property taxes due to the State of Maryland.

As a result, when NERA executed its RFP required – "MBE-WBE and Prime Contractor's Statement of Intent," on January 24, 2012, with C R Dynamics, C R Dynamics corporate charter had been annulled and revoked, and C R Dynamics was not a bona fide entity, with the legal authority to enter into contracts or to carry on any other business activities not related to and necessary to winding-down and closing-out the corporation's business activities. It is well settled Maryland law that once a corporation's charter has been annulled and forfeited by the

State, such corporation no longer exist in the eyes of the law, and can only engage in business activities related to and necessary to winding-down and closing out the business. NERA's executed MBE Statement of Intent with C R Dynamics, tested by this criterion, was clearly unauthorized and unlawful inasmuch as the subject Statement of Intent was not in any way related to or necessary to C R Dynamics winding-down and closing-out the business. Hence, NERA clearly cannot count the alleged 15.1% of the contract work and value which it allegedly awarded to C R Dynamics, because the eyes of the law do not, in any way, recognize a corporate entity whose corporate charter has been annulled and forfeited by the State. see Protestants' Exhibit No. 1, attached hereto.

Additionally, NERA entered into a Statement of Intent with Keller Professional Services, Inc., as a WBE, to perform 10.4% of the contract value. Absolutely, none of the contract work and value which NERA identified on the Statement of Intent with Keller can be counted toward NERA's 5% WBE contract goal.

NERA stated, on the contract's Statement of Intent with Keller, that Keller would perform "CATI Telephone Survey Research in support of disparity study objectives." The problem with this description of contract work that will be performed by Keller, is that Keller is not presently WBE certified by the City to perform such services. Rather, according to the City's MBE-WBE Directory, Keller is only WBE certified to perform the following services: "Human resource consulting, training and professional development, management consulting." A copy of the City's M/WBE Directory's listing for Keller is attached hereto as Protestant's Exhibit No. 2. Hence, since NERA has identified and named Keller for contract work for which Keller is not now certified by the City, the contract RFP specifications and M/WBE Ordinance (Art. 5, Section 28-48 (d)), clearly and unequivocally mandates that NERA cannot be granted any WBE credit for the contract work described in NERA's WBE Statement of Intent with Keller.

Accordingly, it is very clear that NERA is completely ineligible to receive any credit toward the contract's 5% MBE goal, thereby making NERA a "non-responsive bidder," within the meaning of Art. VI, Section 11 (h) (1) (ii) of the City Charter. Section 11 (h) (1) (ii) does not define exactly what is meant by the term "highest scoring responsive and responsible bidder," but contrary to the City's Chief of MWBOO's and Chief of Bureau of Purchases' definition of such term, a "responsive" bid is specifically defined in MD. Code Ann., State Fin. & Proc. § 11-101(8), and COMAR 21.01,02,01B (78) as "one which conforms in all material respects to the[contract's] invitation for bids."

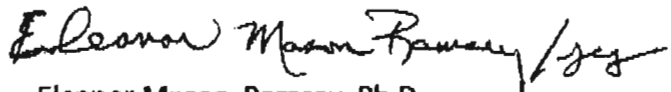
Accordingly, since it is very clear and undisputed that NERA's bid proposal to include its proposed M/WBE Utilization submission, failed to "conform in all material respects to the [contract's Request for Proposals]," NERA's bid proposal must be considered by Your Honorable Board to be "nonresponsive," within the meaning of Art. VI, Section 11 (h) (1) (ii). Thus, Your Honorable Board must reject NERA's bid proposal, as is expressly required by Art. VI, Section 11 (h) (1) (ii) of the City Charter.

We thank you for your kind and favorable consideration of this matter.

Respectfully submitted,



Arnold M. Jolivet
Managing Director
Maryland Minority Contractors Association



Eleanor Mason Ramsey, Ph.D.
President
Mason Tillman Associates, Ltd.

Attachments: Exhibits



April 17, 2012

The Honorable Jack Young, President
and Members of the Board of Estimates
City Hall, Room 204
100 N. Holliday Street
Baltimore, MD 21202

Ref: Protest, Baltimore City award of contract to National Economic Research Association
(NERA) for Minority Business Protocol Disparity Study (B50002190)

Dear Mr. Young,

Please accept this "Letter of Protest" to the potential award of said contract to NERA. I respectfully request to speak at the scheduled meeting on April 18, 2012 to deliver such argument as to why NERA is not the most responsive or responsible vendor to award said contract.

I represent the members of Md. Washington Minority Contractors' Association, Inc. (MWMCA) a Minority Trade Association that fully advocates for the growth and advancement of minority and women owned businesses. It is our belief that NERA does not represent the best for our members that are Baltimore City certified MBE/WBE businesses.

Respectfully,

Wayne R. Frazier, Sr.
President

MWMCA

P.O. Box 29602
Baltimore, Maryland 21216
Phone (443) 759-8580
Fax (888) 609-8318

Send to: <i>Clerk of BOE</i>	From: <i>WAYNE R. FRAVIER, SR</i>
Attention:	Date: <i>4/17/12</i>
Phone Number: <i>410 896-9755</i>	Total pages: <i>2</i>
Fax Number: <i>410 685-4416</i>	Phone Number: <i>443-750-8580</i>

- URGENT
- PLEASE COMMENT
- PLEASE REVIEW
- FOR YOUR INFORMATION

Confidentiality Notice:

The document accompanying this transmission contains information from the Md. Washington Minority Contractors' Association (MWMCA) which is confidential and / or proprietary. The information is intended for use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited and that the documents should be returned to the MWMCA immediately. If you feel that you have received this transmission in error, please notify us by telephone immediately so that we can arrange for return of the documents at no cost to you.

Notes/Comments

<i>Letter of Protest for 4/18/12's</i>
<i>Board of Estimators.</i>

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

- | | | | |
|----|------------------------------------|---|---------------|
| 9. | B50002316, Pump
Repair Services | <u>1st Call</u>
American Contracting &
Environmental Services,
Inc. | \$ 300,000.00 |
| | | <u>2nd Call</u>
EESCO Pump & Valve, Inc. | \$ 300,000.00 |

MWBOO SET GOALS OF 0% MBE AND 0% WBE.

- | | | | |
|-----|--|-----------------------|----------------|
| 10. | B50002320, Personal
Ballistic Soft Body
Armor for the
Police Department | Lawmen Supply Company | \$1,430,891.40 |
|-----|--|-----------------------|----------------|

MWBOO GRANTED A WAIVER.

- | | | | |
|-----|--|-------------------------------|---------------|
| 11. | B50002331, Self
Loader Wrecker Body
Tow Trucks and Roll
Back Tow Trucks | Beltway International,
LLC | \$ 369,956.00 |
|-----|--|-------------------------------|---------------|

MWBOO GRANTED A WAIVER.

MINUTES

Bureau of Water and Wastewater - Amendment No. 5 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of amendment no. 5 to agreement with Patton Harris Rust & Associates/Hazen and Sawyer, a Joint Venture (PHRA/Hazen & Sawyer Joint Venture). The amendment extends the period of the agreement through April 12, 2014.

AMOUNT OF MONEY AND SOURCE:

\$1,169,095.00 - 9960-902731-9557-900020-703031

BACKGROUND/EXPLANATION:

On April 12, 2006, the Board approved a two year agreement with PHRA/Hazen & Sawyer Joint Venture for the design of Water Recycling Facilities at the Montebello Filtration Plant. These facilities, when in place, will potentially allow the City to recycle flow to the filtration plant that are normally wasted at an average rate of 10 to 13 mgd per day.

On March 21, 2007, the Board approved amendment no. 1 to extend the agreement through April 11, 2009. On May 20, 2009, the Board approved amendment no. 2 to extend the agreement through June 11, 2010. On June 23, 2010, the Board approved amendment no. 3 to extend the agreement through June 11, 2011. On June 22, 2011, the Board approved amendment no. 4 to extend the agreement through June 11, 2012.

This amendment no. 5 to agreement will increase the contract award by \$1,169,095.00 and extend the period of the agreement through April 14, 2014.

The consultant was approved by the Office of Boards and Commissions and the Architectural Engineering Awards Commission.

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

MINUTES

BW&WW - cont'd

MBE/WBE PARTICIPATION:

The consultant will continue to comply with the goals established as part of the original agreement.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 607,266.00	9960-903731-9558	
County Appro-	Constr. Res.	
priations	Montebello Water	
	Recycling	
892,734.00	" "	
Water Revenue		
<u>Bonds</u>		
\$1,500,000.00	-----	9960-902731-9557-
		900020-3
		Engineering

This transfer will provide funds to cover the cost of the award for Amendment No. 5 for WC 1131, Design of Water Recycling Facilities at the Montebello Filtration Plant.

(FILE NO. 55986A)

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

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

Kim A. Trueheart

April 17, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of questionable management and administration within the Baltimore City Police Department and the Bureau of Water and Wastewater.

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

1. Whom you represent: Self
2. What the issues are:
 - a. Page 82, Bureau of Water and Wastewater - "TRAVEL APPROVAL/REIMBURSEMENT" if approved:
 - i. What is the statute that requires this individual to complete the 26 week basic police academy training as part of his employment as a Watershed Ranger?
 - ii. Will this individual have "police powers" as a result of this training and assigned duties?
 - iii. What is the fiscal year 2012 compliment of watershed ranger positions within the Department?
 - iv. Where and when can the position description for this individual be inspected?
 - v. When and why has The Baltimore City Police Academy decided to no longer accept students from other city agencies?
 - vi. What is the difference in enrollment costs in the Baltimore City Police Academy versus the Maryland Police Education and Training Commission Basic Police Academy?
 - vii. If the The Baltimore City Police Academy decision resulted in increased costs for other city agencies, will/has the Baltimore City Police Department reimbursed the affected agencies the increased costs?
 1. If not, why?
3. How the protestant will be harmed by the proposed Board of Estimates' action: This practice seems wasteful and implies the municipal bureaucracy has a second policing arm which greatly worries me as a citizen having witnessed the continued abuses of the primary policing department in my home town. These abuses continue to be costly for taxpayers and residents including me.

5519 Belleville Ave
Baltimore, MD 21207

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on April 18, 2012.

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

Sincerely,

Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

TRAVEL APPROVAL/REIMBURSEMENT

Bureau of Water and Wastewater
Fund

Name To Attend Source Amount

5. Simon Phillips Maryland Police Water \$ 934.31

Education and Utility

Training Commission Fund

Police Basic

Training

Sykesville, MD

March 11 - August 26, 2010

The subsistence rate for this location is \$123.00 per day. The Bureau is requesting reimbursement for meals expenses incurred while Mr. Phillips attended mandated police basic training at the Maryland Police Education and Training Commission.

Mr. Phillips was required by statute to complete the 26 week basic police academy training as part of his employment as a Watershed Ranger. The Baltimore City Police Academy no longer accepts students from other city agencies; therefore, Mr. Phillips had to attend the MPCTC Basic Police Academy at Sykesville, MD. Due to the distance from his residence, he was admitted as a residential student.

Shortly before the class commenced, the Bureau was informed that there would not be cafeteria service or kitchen facilities available for the residential students. Typically, this service is included in the tuition but was not extended due to building renovations. The last minute notice did not permit the opportunity to complete a travel voucher; instead Mr. Phillips kept his receipts and submitted them as expense statements for each month that he was in the academy.

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

BW&WW - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the execution of amendment no. 5 to agreement with Patton Harris Rust & Associates/Hazen and Sawyer, a Joint Venture. 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. The President **ABSTAINED**.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

1502 - 1505

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 President **ABSTAINED** on item no. 6.

MINUTES**PERSONNEL**Health Department

	<u>Hourly Rate</u>	<u>Amount</u>
1. GERALDINE WATERFIELD	\$ 43.68	\$13,104.00

Account: 6000-624912-3100-295900-601009

Ms. Waterfield will work as a School Based Health Center Administrator. Her duties will include, but not be limited to providing consultation to the Clinical Director and other staff, serving as the representative on various State and local committees, and attending meetings. She will also be responsible for coordinating with Baltimore City Health Department and Maryland State labs; assisting staff to maintain compliance with CLIA lab standards; assisting with the preparation of local, state and federal grant reports and collecting and reviewing data for annual surveys. She will provide clinical coverage as needed during emergencies and assist with ordering and filling of medication. The period of the agreement is effective upon Board approval through June 30, 2012.

Department of Public Works

2. ERIKA PURNELL	\$22.03	\$41,990.00
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Accounts: 2070-000000-5541-399300-601009
2071-000000-5541-398600-601009
1001-000000-1901-190700-601009

Ms. Purnell will work as a Community Liaison. Her duties will include, but not be limited to serving as liaison between community, business and professional groups, Baltimore City agency representatives, officials and the public. She will also gather information for the Department of Public Works and answer questions pertaining to agency policies. The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**Department of Public Works (DPW)

	<u>Hourly Rate</u>	<u>Amount</u>
3. MAXINE ERLWEIN	\$36.73	\$70,000.00 Not to exceed

Accounts: 2070-000000-5541-399300-601009
 2071-000000-5541-398600-601009
 1001-000000-1901-190700-601009

Ms. Erlwein will work as a Program/Research and Resource Development Coordinator in the Administration Bureau and report to the Chief of Staff. Her duties will include, but will not be limited to overseeing the grant review process to ensure compliance, informing others of funding source requirements, researching, developing reports and distributing best practice models for the DPW's Bureau Heads and Division Chiefs. Ms. Erlwein will also create and conduct surveys and analyses of the Department's policies and operational functions such as work production, communications information flow, and inventory control cost analysis in order to devise methods to execute work more efficiently. The period of the agreement is effective upon Board approval for one year.

4. SAIRA PAREDES	\$26.23	\$50,000.00 Not to exceed
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Accounts: 2070-000000-5541-399300-601009
 2071-000000-5541-398600-601009
 1001-000000-1901-190700-601009

Ms. Paredes will work as a Health Care Coordinator. Her duties will include, but will not be limited to planning and implementing a DPW wellness program, evaluating the wellness programs to determine the effectiveness, assisting with the preparation of grant proposals, collecting and analyzing health related data and statistics, and writing reports. The period of the agreement is effective upon Board approval for one year.

MINUTES**PERSONNEL**Department of Public Works (DPW)

	<u>Hourly Rate</u>	<u>Amount</u>
5. CHERRIE WOODS	\$39.34	\$75,000.00 Not to exceed

Accounts: 2070-000000-5541-399300-601009
 2071-000000-5541-398600-601009
 1001-000000-1901-190700-601009

Ms. Woods will work as a Public Relations Officer. Her duties will include but will not be limited to developing, recommending and implementing marketing strategies to promote and educate the public on environmental and health related issues. Ms. Woods will coordinate with public information staff to develop press releases, pamphlets, signs, banners, and website content, develop responses to inquires from the media, elected officials, and businesses. In addition, she will partner with advertising agencies to develop promotional campaigns, coach managers and staff in effective communication methods for internal and external matters, and coordinate public appearances, events, educational lectures, tours, and other outreach vehicles to promote the DPW's service awareness and current issues. The period of the agreement is effective upon Board approval for one year.

Mayor's Office of Information Technology (MOIT)

6. JOE GLENN	\$47.41	\$14,033.36
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Account: 1001-000000-1472-165800-601009

Mr. Glenn, retiree, will work as a Senior Systems Analyst in MOIT. He will provide analysis and programming support for the Water and Wastewater billing system, with a focus on billing issues. The period of the agreement is effective upon Board approval through July 29, 2012.

A WAIVER OF THE SALARY CAP AND THE NUMBER OF HOURS A RETIREE MAY WORK AS STIPULATED IN AM 212-1 OF THE ADMINISTRATIVE MANUAL IS REQUESTED IN ORDER TO UTILIZE HIS SPECIALIZED KNOWLEDGE AND EXPERTISE PERTAINING TO THE WATER AND WASTEWATER BILLING SOFTWARE PROGRAM.

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

The Board is requested to approve and authorize execution of a Communications License agreement with New Cingular Wireless PCS, LLC for a portion of the garage space located at 221 North Paca Street. The period of the agreement is for five years commencing upon the completion of installation of transmission and equipment lines with the option to renew the agreement for three additional five-year terms.

AMOUNT OF MONEY AND SOURCE:

The license fee during the initial five-year initial term:

2012	\$33,000.00	annually	\$2,750.00	monthly
2013	\$34,320.00	annually	\$2,860.00	monthly
2014	\$35,692.80	annually	\$2,974.40	monthly
2015	\$37,120.51	annually	\$3,093.38	monthly
2016	\$38,605.33	annually	\$3,217.11	monthly

BACKGROUND/EXPLANATION:

The license agreement has three renewal terms of five years each and the license fee shall continue to escalate annually by an amount equal to 4% over the amount of the rental payments for the preceding year.

The demised premises will be used for cellular telephone communications. The City will be responsible for the maintenance of the building. New Cingular Wireless PCS, LLC will be responsible for liability insurance, utilities, maintenance of its area and repairs to their equipment and compliance with all FCC and FAA rules and regulations.

The Board of Municipal and Zoning Appeals approved this use on November 09, 2011.

The Space Utilization Committee approved this communications license agreement on April 10, 2012.

(FILE NO. 56649)

MINUTESSpace Utilization Committee - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized the execution of agreement with New Cingular Wireless PCS, LLC.

MINUTES

TRAVEL REQUESTS

Fire Department

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
1. Scott Merbach	Gilbert Public Safety Training Facility, Terrorism Liaison Officer Course Gilbert, AZ April 22 - 27, 2012 (Reg. Fee \$0.00)	USAR Task Force	\$2,048.92

In accordance with AM-240-8, official City business at the event site requires extensive trips, tours, or other unusual but necessary land travel requires Board of Estimates approval. A rental car is necessary to transport the attendee from the airport to the hotel and the class location each day, and to allow educational visits to review better operating procedures for Baltimore City while in Arizona.

Department of Public Works

2. Rudy Chow Art Shapiro*	The American Water Works Assoc. 2012 ACE 22 Annual Conf. & Expo. Dallas, TX June 10 - 14, 2012 (Reg. Fee \$780.00) (Reg. Fee \$1,065.00)*	Internal Service Funds	\$5,108.20
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The subsistence rate for this location is \$184.00 per day. The hotel cost is \$209.00 per night not including occupancy taxes in the amount of \$31.35 per night. The Department is requesting an additional \$25.00 per day to cover the cost of the hotel and \$40.00 per day to cover the cost of meals per attendee, which is included in the total.

The Department has prepaid the registration for Mr. Chow on EA000089208 in the amount of \$780.00. Mr. Shapiro prepaid his registration fee of \$1,065.00 on a City issued credit card assigned to Mr. Shapiro. The disbursement to Mr. Chow and Mr. Shapiro will be in the amount of \$1,631.60 each.

MINUTES**TRAVEL REQUESTS**Police Department

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
3. Mark H. Grimes	IACP/MCC Legal Officers Section Boot Camp Phoenix, AZ May 6 - 12, 2012 (Reg. Fee \$375.00)	Asset Forfeiture Funds	\$2,036.60
4. Mark H. Grimes	MCC Summer Meeting Grapevine, TX May 28 - 31, 2012 (Reg. Fee \$0.00)	Asset Forfeiture Funds	\$1,110.60

TRAVEL APPROVAL/REIMBURSEMENTBureau of Water and Wastewater

5. Simon Phillips	Maryland Police Education and Training Commission Police Basic Training Sykesville, MD March 11 - August 26, 2010	Water Utility Fund	\$ 934.31
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The subsistence rate for this location is \$123.00 per day. The Bureau is requesting reimbursement for meals expenses incurred while Mr. Phillips attended mandated police basic training at the Maryland Police Education and Training Commission.

Mr. Phillips was required by statute to complete the 26 week basic police academy training as part of his employment as a Watershed Ranger. The Baltimore City Police Academy no longer accepts students from other city agencies; therefore, Mr. Phillips had to attend the MPCTC Basic Police Academy at Sykesville, MD. Due to the distance from his residence, he was admitted as a residential student.

MINUTES**TRAVEL APPROVAL/REIMBURSEMENT** - cont'd

Shortly before the class commenced, the Bureau was informed that there would not be cafeteria service or kitchen facilities available for the residential students. Typically, this service is included in the tuition but was not extended due to building renovations. The last minute notice did not permit the opportunity to complete a travel voucher; instead Mr. Phillips kept his receipts and submitted them as expense statements for each month that he was in the academy.

A PROTEST HAS BEEN RECEIVED FROM MS. KIM TRUEHEART.

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

UPON MOTION duly made and seconded, the Board approved the travel requests, travel approval and travel reimbursement. The President **ABSTAINED** on item no. 5.

MINUTES

Police Department - Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the Baltimore Chesapeake Bay Outward Bound Center (Outward Bound). The period of the agreement is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

\$37,000.00 - 6000-611212-2013-197500-603020

BACKGROUND/EXPLANATION:

Outward Bound holds daylong courses for police officers and middle school students to participate in adventure activities designed to inspire problem solving skills, positive group interaction and individual strengths.

Outward Bound strives for participants to gain a greater willingness to challenge themselves emotionally, physically, academically, and to become positive leaders in their communities.

Based on 60 total participants for each program (30 police officers and 30 students) and a cost of \$125.00 per participant per day, the total cost for each program is \$7,500.00. Thus, the total cost for ten programs is \$75,000.00. Outward Bound agrees to fund 50% of the cost of each participant. The Department agrees to pay the remaining 50% of the cost of each participant. The Department agrees to pay for a minimum of 60 participants per program. The Department agrees to pay a minimum total tuition sum of \$37,000.00.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized the execution of an agreement with the Baltimore Chesapeake Bay Outward Bound Center.

MINUTES**PROPOSAL AND SPECIFICATIONS**

There being no objections, the Board, UPON MOTION duly made and seconded, approved the following Proposal and Specification to be advertised for receipt and opening of bids on the date indicated.

Department of Transportation - TR 12013R, ADA Ramp
Replacements and Installs
BIDS TO BE RECV'D: 5/16/2012
BIDS TO BE OPENED: 5/16/2012

PRESIDENT: "The Board is in recess until twelve o'clock noon for the opening and receiving of bids."

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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 the following agencies had issued an Addendum extending the dates for receipt and opening of bids on the following contract. There were no objections.

Bureau of Purchases - B50002312 Unarmed Uniformed
Security Guard Services
BIDS TO BE RECV'D: 4/25/2012
BIDS TO BE OPENED: 4/25/2012

MINUTES

Thereafter, UPON MOTION duly made and seconded, the Board received, opened and referred the following bids to the respective departments for tabulation and report.

<p><u>Department of Recreation & Parks</u></p> <p>Allied Contractors, Inc. DSM Properties, LLC</p>	<p>- RP 12805, Islamic Way Park- Basketball Court <u>Improvements</u></p>
<p><u>Department of Transportation</u> -</p> <p>P. Flanigan and Sons, Inc. M. Luis Construction Co., Inc.</p>	<p>TR 12302, Resurfacing High- ways Various Locations <u>Southeast - Sector II</u></p>
<p><u>Department of Transportation</u> -</p> <p>John W. Brawner Contracting Company</p>	<p>TR 12318, I-83 at 29th <u>Street Repairs</u></p>
<p><u>Bureau of Purchases</u> -</p> <p>Atlantic Tactical, Inc.</p>	<p>B50002337, Ballistics Entry <u>Shields</u></p>
<p><u>Bureau of Purchases</u> -</p> <p>HD Supply Waterworks, LTD</p>	<p>B50002341, Multi Sizes Fire Hydrants and <u>Replacement Parts</u></p>
<p><u>Bureau of Purchases</u> -</p> <p>Martin's Inc.</p>	<p>B50002354, Meals For The <u>Summer Food Service Program</u></p>
<p><u>Bureau of Purchases</u> -</p> <p>Harmon, Inc.</p>	<p>B50002371, Repair Service <u>For Level 300 Skylights</u></p>

MINUTES

There being no objections, the Board UPON MOTION duly made and seconded, the Board adjourned until its next regularly scheduled meeting on Wednesday, April 25, 2012.

JOAN M. PRATT

Secretary