

**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  
Rudolph S. Chow, Director of Public Works - **ABSENT**  
David E. Ralph, Deputy City Solicitor  
S. Dale Thompson, Deputy Director of Public Works  
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good Morning, the August 19, 2015, meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the hearings will be asked to leave the hearing room immediately. I will direct the Board members attention to the memorandum from my office dated August 17, 2015, 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 the items on the routine agenda."

MINUTES

Comptroller: "Second."

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

The Motion carries, the routine agenda has been adopted."

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**MINUTES**

Office of the State's Attorney - Acceptance of Grant Award

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of the Grant Award from the Governor's Office of Crime Control and Prevention entitled City Corrections Investigative Unit (CCIU) Prosecutor. The period of the Grant Award is July 1, 2015 through June 30, 2016.

**AMOUNT OF MONEY AND SOURCE:**

\$115,000.00 - 5000-505716-1150-118000-601001

**BACKGROUND/EXPLANATION:**

The Office of the State's Attorney CCIU Prosecutor program consists of a team of experienced correctional investigators and intelligence officers, state troopers, and prosecutors that will build upon recent investigations and initiate new ones. The grant funds provide for the salary and benefits for one prosecutor.

**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 acceptance of the Grant Award from the Governor's Office of Crime Control and Prevention entitled City Corrections Investigative Unit Prosecutor.

**MINUTES**

Mayor's Office on Criminal - Memoranda of Understanding  
Justice (MOCJ)

The Board is requested to approve and authorize execution of the Memoranda of Understanding (MOU). The period of the MOU is August 1, 2015 through July 14, 2016.

1. **BANNER NEIGHBORHOODS COMMUNITY CORPORATION** **\$ 47,000.00**

Account: 4000-472813-2252-690700-600000

The funds will be used to improve community safety by designing and implementing effective, comprehensive approaches to addressing crime within the targeted neighborhood, McElderry Park. As a sub-recipient, Banner Neighborhoods, Community Corporation will provide its Block Watch program to encourage resident leadership and community safety initiatives.

2. **CASA DE MARYLAND, INC.** **\$ 38,350.00**

Account: 4000-472813-2252-690700-600000

The funds will be used to improve community safety by designing and implementing effective, comprehensive approaches to addressing crime within the targeted neighborhood, McElderry Park. As a sub-recipient, CASA de Maryland, Inc., will provide outreach to engage Latino residents in community events and efforts to revitalize the neighborhood, as well as translation services during community functions.

The Memoranda of Understanding are late due to delays in the administrative process.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

MINUTES

MOCJ - cont'd

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

**MINUTES**

Mayor's Office on Criminal - Agreement  
Justice (MOCJ)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Agreement with the East Baltimore Community Corporation funded by the "JAG X" grant, Award #2014-DJ-BX-0527. The period of the Agreement is October 1, 2014 through September 30, 2015.

**AMOUNT OF MONEY AND SOURCE:**

\$45,000.00 - 4000-475715-2252-694200-600000

**BACKGROUND/EXPLANATION:**

The MOCJ has received a Grant Award for the "JAG X" grant to support crime reduction and prevention strategies. As a grant sub-recipient, the East Baltimore Community Corporation provides referral and case management services to youth and parents (or guardians) of youth who are being released from the Juvenile Justice Center.

This Agreement is late due to delays in the administrative process.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with the East Baltimore Community Corporation funded by the "JAG X" grant, Award #2014-DJ-BX-0527.

**MINUTES**

Mayor's Office on Criminal - Acceptance of Grant Award  
Justice (MOCJ)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of a Grant Award from the Governor's Office of Crime Control and Prevention (GOCCP) for the "HYPE Coalition" grant, Award #MDSS-2016-1402. The period of the Grant Award is July 1, 2015 through June 30, 2016.

**AMOUNT OF MONEY AND SOURCE:**

\$221,000.00 - 5000-597516-2252-690700-600000

**BACKGROUND/EXPLANATION:**

The "HYPE Coalition" grant will partially fund a juvenile-based program that addresses high incidents of crime in Baltimore City. The program will track juvenile offenders by utilizing a security integration model of multi-agency collaboration with state and local law enforcement agencies, public safety agencies, and community partners and includes holding high-risk juveniles accountable. The grant funds will also provide salary support.

This Grant Award is late because of the late receipt of award documents.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

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

**MINUTES**

MOCJ - cont'd

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Award from the Governor's Office of Crime Control and Prevention for the "HYPE Coalition" grant, Award #MDSS-2016-1402.

## MINUTES

Department of Transportation - Minor Privilege Permit Applications

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

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1.	30 West North Avenue	Center City, Incorporated	Outdoor seating 25' x 5'
	Annual Charge: \$967.50		
2.	1000 Morton Street k/a 10 West Eager Street	10 West Eager Street, LLC	One flat sign 198" x 20'
	Annual Charge: \$ 70.40		
3.	1015 Hillen Street	Mirror Flex Sports Equipment, Inc.	Two flat signs 4' x 8'ea.
	Annual Charge: \$ 89.60		
4.	3113 St. Paul Street	Mercantile-S D & TR Co. Trustee	One single face electric sign 18.3 sq. ft.
	Annual Charge: \$ 70.30		
5.	201 S. Conkling Street	Our Lady of Pompei Roman Catholic Congregation	One canopy 20' x 5', one handicap ramp 20' x 5'
	Annual Charge: \$210.00		

## MINUTES

Department of Transportation - cont'd

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
6.	33 W. North Ave.	Industrial Holdings, LLC	Two single face electric signs @ 9.25 sq. ft. ea.
	Annual Charge:	\$281.20	
7.	779 Washington Blvd.	Jonathan Shochat	One awning 11' x 4'
	Annual Charge:	\$ 92.40	
8.	1401 Fleet Street	1401 Fleet, LLC	One double face electric sign 18'4" x 1'6", one single face electric sign 16'6" x 2'4'
	Annual Charge:	\$296.04	
9.	2733 Pennsylvania Ave.	Yong S. Hwang	One handicap ramp 12' x 4'
	Application Fee:	\$ 25.00	

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

UPON MOTION duly made and seconded, the Board approved the foregoing applications for Minor Privilege Permit Applications.

**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) between the Department of Transportation, the Department of Public Works, and the Parks & People Foundation, Inc. (Developer). The period of the MOU is effective upon Board approval for 25 years, with an option to renew for an additional 25 years.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The MOU establishes the framework for the Developer to maintain surface landscaping and other aesthetic surface improvements associated with the stormwater management facility, located in the public right-of-way along the Samuel Coleridge Taylor Elementary School frontage at 507 W. Preston Street. This is at the sole cost and expense of the Developer during the term of the agreement.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Memorandum of Understanding between the Department of Transportation, the Department of Public Works, and the Parks & People Foundation, Inc. The Mayor

**ABSTAINED.**

**MINUTES**

Health Department - 1<sup>st</sup> Extension to Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the 1<sup>st</sup> Extension to the Agreement with Moran Foods, LLC d/b/a Save-A-Lot, Ltd. The period of the 1<sup>st</sup> Extension to Agreement is June 1, 2015 through November 30, 2015, with two six-month extension periods remaining.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On May 13, 2015, the Board approved the initial agreement with Moran Foods, LLC d/b/a Save-A-Lot, Ltd, effective upon Board approval through May 30, 2015. The agreement contained three optional 6-month extension periods.

Save-A-Lot, Ltd will provide in-store education to Baltimore City residents who reside in food desert neighborhoods. The customers are responsible for payment to Save-A-Lot, Ltd for any groceries purchased. Otherwise, each party to the agreement will be responsible for its own expenses.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved the 1<sup>st</sup> Extension to the Agreement with Moran Foods, LLC d/b/a Save-A-Lot, Ltd.

## MINUTES

Health Department - Ratification of Agreements

The Board is requested to ratify the Agreements and authorize payment for services rendered.

1. **BALTIMORE MEDICAL SYSTEM, INC.** **\$31,000.00**

Account: 5000-530315-3041-605800-603051

Baltimore Medical System, Inc. worked with the Department to educate minority adults at community and faith sites on the risk factors associated with tobacco use and harm caused by secondhand smoke exposure to non-smokers, and provided cessation services to minority adult residents. The period of the Agreement was July 1, 2014 through June 30, 2015.

The Agreement is late because the Department of Health and Mental Hygiene did not approve the grant application until September 2014. The tobacco sub-grants went out to bid in mid-October and were submitted to the Department in last October. Sub-grantees were selected in November 2014.

2. **INSTITUTES FOR BEHAVIOR RESOURCES, INC.** **\$20,000.00**

Account: 4000-422715-3030-279200-603051

In consultation with the Department's Director of Adolescent & Reproductive Health, the organization provided comprehensive family planning services which allowed the client to choose from a broad range of contraceptive options. The period of the Agreement was January 1, 2015 through June 30, 2015.

The Agreement is late because of a delay in receiving the necessary documentation.

**MINUTES**

Health Department - cont'd

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board ratified the Agreements and authorized payment for services rendered.

**MINUTES**

Health Department - Acceptance of Grant Award

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of a Grant Award from the Abell Foundation, Inc. The period of the Grant Award is June 16, 2015 through June 1, 2016.

**AMOUNT OF MONEY AND SOURCE:**

\$180,000.00 - 6000-617116-3160-308600-406001

**BACKGROUND/EXPLANATION:**

The purpose of this grant is to provide funding to support expansion of Safe Streets in the community of Sandtown-Winchester.

The Grant Award is late because the initial Grant Award had to be revised to include a funding period.

**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 acceptance of the Grant Award from the Abell Foundation, Inc.

## MINUTES

Police Department - Acceptance of Grant Awards

The Board is requested to approve and authorize acceptance of the Grant Awards from the Governor's Office of Crime Control and Prevention for the following programs:

1. **NEIGHBORHOOD COMMUNITY POLICING** **\$1,974,000.00**

Account: 5000-511416-2042-662900-600000

The Neighborhood Community Policing Program is a partnership between the Baltimore Police Department and communities in the City aimed at increasing the trust and communication between the Baltimore Police Department and the communities it serves. Police Officers will collaborate with community advocates to resolve neighborhood problems and work to strengthen such programs as Safe Streets, Neighborhood Block Watches, Citizens on Patrol, and Operation Crime Watch. The period of the Grant Award is July 1, 2015 through June 30, 2016.

2. **MONITORING SUPPORT PROGRAM** **\$ 185,257.00**

Account: 5000-597316-2013-688600-600000

The Monitoring Support Program grant provides funding to support staff tracking the compliance of local sex offenders who are mandated to register/re-register with the Maryland Sex Offender Registry in Baltimore City. The period of the Grant Award Agreement is July 1, 2015 through June 30, 2016.

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

**APPROVED FOR FUNDS BY FINANCE**

## MINUTES

Police Department - cont'd

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

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the Grant Awards from the Governor's Office of Crime Control and Prevention for the foregoing programs.

**MINUTES**

Police Department - Ratification of Grant Adjustment Notice

**ACTION REQUESTED OF B/E:**

The Board is requested to ratify the acceptance of the Grant Adjustment Notice (GAN) from the Maryland Emergency Management Agency. The GAN extended the period of the award through July 31, 2015.

**AMOUNT OF MONEY AND SOURCE:**

\$0.00 - 4000-474414-2023-212600-600000

**BACKGROUND/EXPLANATION:**

This GAN is for the FY13 Urban Area Security Initiative (UASI), Award #EMW-2013-SS-0002-S01.

On November 27, 2013, the Board approved the Agreement for the UASI in the amount of \$1,730,425.40. On June 24, 2015, the Board approved the GAN reducing the amount of the grant by \$114,253.00. This grant is intended to facilitate and strengthen the nation and Maryland against risks associated with potential terrorist attacks while concentrating on developing integrated systems for prevention, protection, response, and recovery.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS NOTED THE TIME EXTENSION.**

UPON MOTION duly made and seconded, the Board ratified the acceptance of the Grant Adjustment Notice from the Maryland Emergency Management Agency.

**MINUTES**

Police Department - Grant Adjustment Notice

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize acceptance of a Grant Adjustment Notice (GAN) from the Governor's Office of Crime Control and Prevention. The GAN extends the period of the award through August 31, 2015.

**AMOUNT OF MONEY AND SOURCE:**

\$10,247.00 - 4000-477415-2041-196700-600000

**BACKGROUND/EXPLANATION:**

This GAN is for the "Overtime Initiative" grant, Award #BJAG-2011-0060.

On March 4, 2015, the Board approved acceptance of the "Overtime Initiative" grant award in the amount of \$100,000.00. This project provides funds to the Baltimore Police Department to assist with its initiative to suppress crime throughout Baltimore City. The funds are utilized to provide officer overtime, deploying officers in high visibility at various locations throughout Baltimore City to discourage crime and provide a safer environment.

This GAN is late because the GAN documents were recently received.

**MINUTES**

Police Department - cont'd

**MBE/WBE REQUIREMENT:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

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

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

**MINUTES**

Police Department - Consultant Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Consultant Agreement with Wiland Associates, LLC. The period of the Consultant Agreement is effective upon Board approval through December 31, 2015.

**AMOUNT OF MONEY AND SOURCE:**

\$ 45,000.00	-	4000-476415-2023-212602-603026
62,664.00	-	4000-477015-2023-212606-603026
<u>\$107,664.00</u>		

**BACKGROUND/EXPLANATION:**

This Consultant Agreement funded by the 2014 State Homeland Security Program and the 2014 Urban Area Security Initiative grants provides for training that will be customized in coordination with the Mayor's Office of Emergency Management. The training will be delivered to the Department in preparation for any type of civil unrest.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Consultant Agreement with Wiland Associates, LLC.

## MINUTES

Police Department - Payment of Back Wages

The Board is requested to approve and authorize the Payment of Back Wages to the below listed individuals:

1. **JUSTIN T. TROJAN** **\$ 24,676.35**

Account: 1001-000000-2042-220000-601062

On December 10, 2014, Mr. Trojan was suspended without pay. He was taken out of pay status on December 10, 2014 in the Baltimore Police Department's payroll system.

He was restored to pay status by the Baltimore Police Department on April 15, 2015. Pursuant to Article 16(A)(2) of the Memorandum of Understanding between the Baltimore Police Department and the Fraternal Order of Police Lodge No. 3, Mr. Trojan is entitled to receive back pay for the period he was suspended without pay.

2. **MICHAEL J. LANG** **\$ 29,417.24**

Account: 1001-000000-2042-220000-601062

On October 3, 2014, Mr. Lang was suspended without pay. He was taken out of pay status on October 3, 2014 in the Baltimore Police Department's payroll system.

Mr. Lang was restored to pay status by the Baltimore Police Department on March 25, 2015. Pursuant to Article 16(A)(2) of the Memorandum of Understanding between the Baltimore Police Department and the Fraternal Order of Police Lodge No. 3, Mr. Lang is entitled to receive back pay for the period he was suspended without pay.

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved and authorized the Payment of Back Wages to the above-listed individuals.

**MINUTES**

Office of the Mayor - Status Report

**ACTION REQUESTED OF B/E:**

The Board is requested to note the status report on the MBE/WBE portion of the City's federal lobbying contract with Van Scoyoc Associates.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

On November 19, 2014, the Board approved contract with Van Scoyoc Associates. Pursuant to the Board approval of the contract with Van Scoyoc Associates, this notice serves as a status report on the MBE/WBE portion of the City's federal lobbying contract. Since the time of approval, the Mayor's Office of Government Relations has had conversations with four federal lobbying firms (three MBE, and one WBE).

After consideration and assessment of the City's current needs, it was determined that the City is not in need of second lobbying group at this time, but would benefit more from a professional grant writer, given the many grant opportunities open to the City in recent months. The grant writer would assist City agencies by notifying, writing, and tracking federal and other grants.

The contract for this grant writer will be either a separate contract or an amendment as a subcontractor to the current Van Scoyoc contract. Mr. Andrew Smullian, Deputy Mayor of Governmental Relations and Labor will provide the Board an update to this matter as soon as possible. Your patience in this matter is appreciated.

UPON MOTION duly made and seconded, the Board noted the status report on the MBE/WBE portion of the City's federal lobbying contract with Van Scoyoc Associates.

**MINUTES**Department of Planning - Report on Previously  
Approved Transfers of Funds

At the meeting on August 6, 2015, the Planning Commission reviewed and approved Transfers of Funds. The same transfers of funds were approved by the Board of Estimates, 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 9** favorable reports on Transfers of Funds approved by the Board of Estimates at its meeting on July 29, 2015.

The Board **NOTED 9** favorable reports on Transfers of Funds approved by the Board of Estimates at its meeting on July 29, 2015.

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:

2861 - 2863

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
1. <b>\$1,000,000.00</b> 1 <sup>st</sup> Community & Economic Development Bonds	9910-913996-9587 Stabilization of City-Owned Proper- ties - Reserve	9910-911158-9588 Stabilization

This transfer will provide appropriations approved in the FY 2016 Ordinance of Estimates to stabilize City-owned properties slated for disposition.

2. <b>\$ 750,000.00</b> Motor Vehicle Fund Revenue	9910-904979-9587 East Baltimore Redevelopment - Reserve	9910-907979-9588 East Baltimore Development Initiative - Phase 2A
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This transfer will provide appropriations supporting site improvements to public areas and rights-of-way within the 88-acre East Baltimore redevelopment area.

Department of Recreation and Parks

3. \$ 40,000.00 Rec. & Parks 27 <sup>th</sup> Series 120,000.00 State	9938-909036-9475 Reserve - Program Open Space " "	
<b>\$ 160,000.00</b>	-----	9938-911036-9474 Active - FY'15 Park Building Renovation

This transfer will provide funds to cover the costs for improvements to the Union Square Comfort Station and Gwynns Falls Comfort Station.

**MINUTES****TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks</u>		
4. \$ 125,000.00	9938-913051-9475	9938-915051-9474
State	Reserve - Program	Active - Winans
	Open Space	Meadow Nature
	Winans Meadow	Center
	Nature Center	

This transfer will provide funds to cover the costs associated with design services under On-Call Contract No. 1164, Task No. 31 to GWWO, Inc.

5. \$ 264,000.00	9938-910060-9475	9938-911060-9474
General Fund	Reserve - FY'16	Active - FY'15 Tree
HUR Eligible	Tree Baltimore	Baltimore Program
	Program	

This transfer will provide funds to cover the costs associated with the Fall Tree Planting for FY'16.

Department of General Services

6. \$ 175,000.00	9916-902304-9194	9916-906817-9197
3 <sup>rd</sup> Public	Benton Building	AWMB 1 <sup>st</sup> Floor
Building Loan	HVAC Improve-	HVAC Replacement
	ments - Reserve	& Interior Reno-
		vations - Active

The HVAC unit on the 1<sup>st</sup> floor of the AWMB is out-of-date and in need of replacement. The City employees currently working in that area have to endure extreme conditions. This project will alleviate those conditions and provide a better work environment.

**MINUTES****TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of General Services</u>		
7. \$ 150,000.00	9916-907092-9194	9916-905821-9197
General Funds	Central Police	Central Police
	Parking Deck	District Parking
	Renovations -	Deck Renovations -
	Reserve	Active

The parking deck has several water spots in the ceiling of the lower parking level. This is an indication that the waterproof membrane is failing and must be replaced. This transfer will cover the cost of design to replace/reconstruct the parking deck

\$ 50,000.00	9916-901840-9194	9916-904842-9197
General Funds	Race Street	2000 Race Street
	Environmental -	Environmental -
	Reserve	Active

The property at 2000 Race Street was acquired by the City from Allied Signal, Inc. (now Honeywell International) for construction of an elevated portion of Interstate 95. The Maryland Department of the Environment (MDE) has mandated a comprehensive hydrogeological environmental investigation on the site, and development of plans to remediate any contaminated soil identified by investigation. On May 23, 2007, the MDE issued a consent order to the City establishing deadlines for certain work to be completed at the Race Street site. The transfer will provide funds to Environmental Resources Management (ERM) to provide environmental and regulatory consultant services for the 2000 Race Street Project. The ERM's services are required to ensure that work being done by Honeywell on the City's property is responsive to the EPA's Consent Order and does not present a liability to the City. The transfer also includes in-house costs.

**MINUTES**

Department of Real Estate - Amendment to Agreement of Sale

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Amendment to Agreement of Sale with the LIT Company, Purchaser, for the property known as 1905-1915 N. Duncan Street.

**AMOUNT OF MONEY AND SOURCE:**

N/A

**BACKGROUND/EXPLANATION:**

The Amendment to Agreement of Sale provides that the Purchaser covenants that upon acquiring title to the property, it will use the property only for the uses allowed in an R-7 Zoning District pursuant to the Zoning Code of Baltimore City. All other terms and conditions of the original Agreement of Sale will remain in full force and effect.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment to Agreement of Sale with the LIT Company, Purchaser, for the property known as 1905-1915 N. Duncan Street.

**MINUTES**

Space Utilization Committee - Transfer of Building Jurisdiction

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Transfer of Jurisdiction for the properties known as 810-820 S. Caroline Street and WS S. Caroline Street 131' South of Lancaster Street (Block 1816, Lots 1 and 1A) from the inventory of the Docks and Wharves and Comptroller Unassigned to the inventory of the Department of Housing and Community Development/Baltimore Development Corporation.

**BACKGROUND/EXPLANATION:**

The lots are being leased to the Living Classroom Foundation. The organization is attempting to consolidate the property in order to construct its new building per the lease agreement approved by the Board on October 9, 2013. The lots need to be consolidated in order for the organization to continue with the construction permit.

The Space Utilization Committee approved this Transfer of Jurisdiction on August 11, 2015.

UPON MOTION duly made and seconded, the Board approved the Transfer of Jurisdiction for the properties known as 810-820 S. Caroline Street and WS S. Caroline Street 131' South of Lancaster Street (Block 1816, Lots 1 and 1A) from the inventory

**MINUTES**

Space Utilization Committee - cont'd

of the Docks and Wharves and Comptroller Unassigned to the inventory of the Department of Housing and Community Development/Baltimore Development Corporation. The Mayor

**ABSTAINED.** The President **ABSTAINED.**

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

The Board is requested to approve and authorize execution of a License Agreement for Attachment to City Poles with ExteNet Systems, Inc., a Delaware Corporation, Licensee, for use of ten poles located at 404 S. Stricker Street, 1232 Nanticoke Street, 1530 E. Baltimore Street, 2310 E. Chase Street, 801 Fawn Street, 601 N. Central Avenue, 401 N. Curley Street, 2101 E. Baltimore Street, 3519 Leverton Street, and 5017 Goodnow Road. The period of the License Agreement is ten years, with three 5-year renewal terms.

**AMOUNT OF MONEY AND SOURCE:**

<u>Year</u>	<u>Annual Attachment Fee</u>
2015	\$24,000.00
2016	\$24,960.00
2017	\$25,958.40
2018	\$26,996.74
2019	\$28,076.61
2020	\$29,199.67
2021	\$30,367.66
2022	\$31,582.36
2023	\$32,845.66
2024	\$34,159.48

**BACKGROUND/EXPLANATION:**

The Licensee has entered into a Franchise Agreement with the City which was approved by the Board on July 1, 2015. Pursuant to that Franchise Agreement the Licensee has negotiated this License Agreement for Attachment which will govern its use of certain City poles for a distributed antenna system; a form of cellular communication. The Licensee will be solely responsible for the cost of any remedial work to make the poles suitable for their use. The Licensee will be responsible for liability insurance, utilities, maintenance, and repairs to their equipment and compliance with all Federal Communications Commission rules and regulations.

**MINUTES**Space Utilization Committee - cont'd

In addition, the Licensee will provide the City two strands of fiber and will use the City's conduit. The annual attachment fee will be paid within 30 days of an invoice from the City.

The Space Utilization Committee approved this License Agreement on August 11, 2015.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the License Agreement for Attachment to City Poles with ExteNet Systems, Inc., a Delaware Corporation, Licensee, for use of ten poles located at 404 S. Stricker Street, 1232 Nanticoke Street, 1530 E. Baltimore Street, 2310 E. Chase Street, 801 Fawn Street, 601 N. Central Avenue, 401 N. Curley Street, 2101 E. Baltimore Street, 3519 Leverton Street, and 5017 Goodnow Road.

**MINUTES**

Space Utilization Committee - Lease Agreement

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Lease Agreement with the Baltimore Basketball Association, Inc., Tenant, for the rental of a portion of the property known as Cloverdale Fieldhouse located at 2529-2571 Druid Hill Avenue, consisting of approximately 46,994 square feet. The period of the Lease Agreement is August 1, 2015 through July 31, 2018, with an option to renew for one additional 3-year term.

**AMOUNT OF MONEY AND SOURCE:**

\$1.00, if demanded

**BACKGROUND/EXPLANATION:**

The leased premises will be used for administrative offices for youth and adult basketball programs at the Cloverdale Fieldhouse in Baltimore City.

The City will be responsible for the exterior grounds, to include snow, ice, and debris removal.

The Tenant will be responsible for making repairs and improvements to the leased premises, as needed, in compliance with any Baltimore City Government codes. The Tenant will also clean and maintain the interior of the premises, pay all utilities, clean up and remove trash from the exterior of the Fieldhouse, the basketball courts, and the adjacent open field areas. The Tenant also will be responsible for having a Liability Insurance Policy.

The Space Utilization Committee approved this Lease Agreement on August 11, 2015.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Lease Agreement with the Baltimore

**MINUTES**

Space Utilization Committee - cont'd

Basketball Association, Inc., Tenant, for the rental of a portion of the property known as Cloverdale Fieldhouse located at 2529-2571 Druid Hill Avenue, consisting of approximately 46,994 square feet.



## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases - cont'd

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.

- |  |              |         |
|--|--------------|---------|
| 4. EXCEL LIGHTING SERVICES, LLC  | \$ 40,794.08 | Low Bid |
| Solicitation No. B50004184 - City Hall Dome LED Lighting - Department of General Services - Req. No. R701562 |              |         |

On July 29, 2015, two bids were received and opened. Award is recommended to the low, responsive, and responsible bidder.

- |  |              |         |
|--|--------------|---------|
| 5. COURTSMART DIGITAL SYSTEMS, INC.  | \$198,493.77 | Renewal |
| Contract No. 08000 - Maintenance and Support Service of Digital Recording System - Baltimore City Circuit Court - P.O. No. P528319 |              |         |

On July 30, 2014, the Board approved the initial award for the amount of \$453,081.23. The Board is requested to approve the first of two, one-year renewal options. The period of the renewal is August 01, 2015 through July 31, 2016.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases - cont'd

- |   |         |         |
|---|---------|---------|
| 6. EFFICIENCY ENTERPRISES<br>OF MARYLAND LLC  | \$ 0.00 | Renewal |
| Contract No. B50002426 - Recreational Vehicle/Motor Home<br>Repairs - Department of Recreation & Parks - P.O. No. P521426 |         |         |

On August 08, 2012, the Board approved the initial award for the amount of \$700,000.00. The Board is requested to approve the first of two, one-year renewal options. The above amount is the City's estimated requirement. The period of the renewal is September 01, 2015 through August 31, 2016.

- |   |              |         |
|---|--------------|---------|
| 7. GEORGE S. COYNE<br>CHEMICAL CO., INC.  | \$ 50,000.00 | Renewal |
| Contract No. B50002045 - Liquid Hydrogen Peroxide -<br>Department of Public Works, Bureau of Water & Wastewater -<br>P.O. No. P518110 |              |         |

On August 31, 2011, the Board approved the initial award for the amount of \$47,380.00 with four one-year renewal options. On August 08, 2012, the Board approved the first renewal for the amount of \$40,000.00. On September 04, 2013, the Board approved the second renewal for the amount of \$20,000.00. On August 27, 2014, the Board approved the third renewal with no additional funds. The Board is requested to approve the fourth renewal for the amount of \$50,000.00. The above amount is the City's estimated requirement. The period of the renewal is October 01, 2015 through September 30, 2016.

**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 - cont'd

- |  |              |         |
|--|--------------|---------|
| 8. SOUTHERN IONICS<br>INCORPORATED   | \$150,000.00 | Renewal |
| Contract No. B50002491 - Liquid Sodium Bisulfide - Department<br>of Public Works, Bureau of Water & Wastewater - P.O. No.<br>P521128 |              |         |

On August 15, 2012, the Board approved the initial award for the amount of \$144,000.00 with four one-year renewal options. On July 03, 2013, the Board approved the first renewal for the amount of \$200,000.00. On August 13, 2014, the Board approved the second renewal for the amount of \$100,000.00. The Board is requested to approve the third renewal for the amount of \$150,000.00. The period of the renewal is September 03, 2015 through September 02, 2016, with one, one-year renewal option remaining.

**MWBOO GRANTED A WAIVER.**

- |   |              |                 |
|---|--------------|-----------------|
| 9. LEGACY TRUCK CENTERS<br>INC. d/b/a FIRE AND<br>RESCUE PRODUCTS   | \$ 63,551.00 | Selected Source |
| Contract No. 06000 - Paratech USAR Rescue Strut System -<br>Baltimore City Fire Department - Req. No. R701723 |              |                 |

The Paratech USAR Rescue Strut System is a comprehensive and standardized FEMA Urban Search & Rescue Tool and is currently in use at the Baltimore City Fire Department. These systems are used for emergency responses for collapse rescue and recovery operations of multiple victims. Paratech has assigned territories and Fire and Rescue Products is the sole provider of Paratech equipment and services for the State of Maryland. The Bureau of Purchases recommends the Board approve this award on a selected source basis.

## MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases - cont'd

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.

10. SHI INTERNATIONAL CORP.	\$ 19,703.36	Second Amendment to Cooperative Purchasing Agreement
Contract No. 060B2490024 - Microsoft Software & Services Large Account Reseller Contract - Mayor's Office of Information Technology - Req. Nos. Various		

The Board is requested to approve and authorize execution of the Second Amendment to the Cooperative Purchasing Agreement with SHI International Corp.

On November 06, 2013, the Board approved the initial award for the amount of \$10,264,687.91. On July 23, 2014, the Board approved an amendment for the amount of \$1,430,726.90. The Board is requested to approve the Second Amendment to the Cooperative Purchasing Agreement, which will provide Microsoft Dynamics CRM Licenses and software assurance not originally procured under the cooperative purchasing agreement. The above amount is the City's estimated requirement. The contract expires on October 31, 2019.

**MWBOO GRANTED A WAIVER.**

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases - cont'd

11. INTERPERSONAL FREQUENCY, LLC	\$417,000.00	Third Amendment to Agreement
Contract No. B50003075 - City of Baltimore Website Redesign and Hosting - Mayor's Office of Information Technology - P.O. No. P526271		

On January 15, 2014, the Board approved the initial award for the amount of \$286,367.00. On July 16, 2014, the Board approved the first amendment to the agreement for the amount of \$59,000.00. On March 04, 2015, the Board approved the second amendment to the agreement for the amount of \$36,000.00. On June 24, 2015, the Board approved an increase in the amount of \$28,000.00. The Board is requested to approve the third amendment to the agreement for the amount of \$417,000.00. This amendment will expand the scope of work to provide migration of legacy DotNetNuke (DNN) content on the City of Baltimore's website to the new Drupal format and training for the end user.

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>
<u>Bureau of Purchases - cont'd</u>		
12. PHI AIR MEDICAL,	\$ 99,000.00	Ratification
L.L.C.	<u>301,000.00</u>	& Term Order
	<b><u>\$400,000.00</u></b>	

Contract No. 06000 - Non-Emergent Medical Air Transportation Services - Baltimore City Health Department - P.O. No. R699496

Non-emergent medical air transportation services for critical care patients are provided by the Maryland Department of Health and Mental Hygiene (DHMH) through the Transportation Grants Program. DHMH protocol states "All Air Ambulance transport costs for Maryland Medicaid Recipient will be paid by the Baltimore City Health Department," through the Transportation Grants Program. The period covered for this request is May 1, 2015 through May 31, 2016.

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

It is hereby certified, that the above procurement is of such a nature that no advantage will result in seeking nor would it be 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 - cont'd

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts and extensions. The Board further approved and authorized execution of the Second Amendment to Cooperative Purchasing Agreement with SHI International Corp. (item no. 10) and the Third Amendment to Agreement with Interpersonal Frequency, LLC (item no. 11).

**MINUTES****OPTIONS/CONDEMNATION/QUICK-TAKES:**

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Dept. of Housing and Community Development (DHCD) - Options</u>			
1. Avery Grosman Chandler	4224 Park Heights Avenue	G/R \$90.00	\$ 750.00
2. First St. Stephen's Baptist Church	4665 Park Heights Avenue	F/S	\$11,500.00
3. Odell Knox	4806 Park Heights Avenue	F/S	\$64,000.00

Funds are available in account 9910-903183-9588-900000-704040,  
Park Heights Project.

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

**MINUTES**

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

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the acquisition by gift of the leasehold interest of the property located at 1607 W. Fayette Street (Block 0195, Lot 004) from Ms. Kimberly Hardy-McDonald, owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

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

Ms. Hardy-McDonald has offered to donate title to her property located at 1607 W. Fayette 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 1607 W. Fayette Street are itemized as follows:

	<u>Municipal Liens/Taxes</u>	
Tax sale Cert.	#291486	\$ 463.83
Real Property Taxes	2015-2016	70.46
Miscellaneous Bills	#7442783	244.35
Miscellaneous Bills	#7648017	203.26
Property Registration	#003470	288.00
Personal Property	#15388	89.92
Personal Property	#9969	<u>105.21</u>
<b>Total Liens/Taxes Owed</b>		<b>\$1,465.03</b>

**MINUTES**

DHCD - cont'd

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

UPON MOTION duly made and seconded, the Board approved acquisition by gift of the leasehold interest of the property located at 1607 W. Fayette Street (Block 0195, Lot 004) from Ms. Kimberly Hardy-McDonald, owner, **SUBJECT** to municipal liens, interest, and penalties, other than 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 by gift of the leasehold interest of the property located at 115 McPhail Street, (Block 0221, Lot 004) from Mr. Johnnie James, Jr., owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

The owner agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. Therefore, 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. James has offered to donate title to his property located at 115 McPhail 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 115 McPhail Street are itemized as follows:

Municipal Liens/Taxes

Tax Sale Certificate	#299841	\$4,391.26
Tax Sale Certificate	#271218	6,962.65
Real Property Taxes	2015-2016	70.46
Real Property Taxes	2014-2015	95.94
Real Property Taxes	2013-2014	101.16
Real Property Taxes	2012-2013	118.66
Real Property Taxes	2011-2012	146.60
Real Property Taxes	2010-2011	152.02

## MINUTES

DHCD - cont'd

Municipal Liens/Taxes

Real Property Taxes	2009-2010	220.30
Miscellaneous Bills	#5849666	258.90
Miscellaneous Bills	#6033377	3,439.48
Miscellaneous Bills	#6178560	412.40
Miscellaneous Bills	#6317432	345.02
Miscellaneous Bills	#6324073	205.35
Miscellaneous Bills	#6729446	321.21
Miscellaneous Bills	#6781611	187.69
Miscellaneous Bills	#6910897	365.67
Miscellaneous Bills	#6964217	295.37
Miscellaneous Bills	#6992994	292.15
Miscellaneous Bills	#7056716	285.71
Miscellaneous Bills	#7095490	279.27
Environmental Fine	#53650073	<u>1,500.00</u>
<b>Total Liens/Taxes Owed</b>		<b>\$20,447.27</b>

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

UPON MOTION duly made and seconded, the Board approved the acquisition by gift of the leasehold interest of the property located at 115 McPhail Street, (Block 0221, Lot 004) from Mr. Johnnie James, Jr., owner, **SUBJECT** to municipal liens, interest, and penalties, other than 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 by gift of the leasehold interest of the property located at 1538 McKean Avenue, (Block 0020, Lot 083) from Christian Rugel and Stephen Ackerman, owners, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

The owners agree to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. Therefore, 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.

Christian Rugel and Stephen Ackerman have offered to donate title to their property located at 1538 McKean 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 1538 McKean Avenue are itemized as follows:

Municipal Liens/Taxes

Tax Sale Certificate	#278112	\$1,084.70
Real Property Taxes	2015-2016	70.46
Real Property Taxes	2014-2015	84.60
Real Property Taxes	2013-2014	101.16
Real Property Taxes	2012-2013	129.94
Real Property Taxes	2011-2012	135.34
Miscellaneous Bills	#6738215	182.25
Miscellaneous Bills	#6744098	241.46

## MINUTES

DHCD - cont'd

Municipal Liens/Taxes

Miscellaneous Bills	#703371	272.19
Miscellaneous Bills	#7400989	253.51
Miscellaneous Bills	#7574635	223.54
Property Registration	Reg. #003296	<u>811.20</u>
<b>Total Liens/Taxes Owed</b>		<b>\$3,590.35</b>

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

UPON MOTION duly made and seconded, the Board approved the acquisition by gift of the leasehold interest of the property located at 1538 McKean Avenue, (Block 0020, Lot 083) from Christian Rugel and Stephen Ackerman, owners, **SUBJECT** to municipal liens, interest, and penalties, other than 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 by gift of the fee simple interest of the property located at 1609 Retreat Street, (Block 3406, Lot 047) from Ms. Dorothy Atkins and Ms. Stephanie Atkins, owners, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

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

Ms. Dorothy Atkins and Ms. Stephanie Atkins have offered to donate title to their property located at 1609 Retreat 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 1609 Retreat Street are itemized as follows:

Municipal Liens/Taxes

Tax Sale Certificate	#302104	\$8,807.96
Real Property Taxes	2015-2016	645.91
Real Property Taxes	2014-2015	564.20
Real Property Taxes	2013-2014	394.70
Real Property Taxes	2012-2013	463.42
Real Property Taxes	2011-2012	579.96
Real Property Taxes	2010-2011	977.01

## MINUTES

DHCD - cont'dMunicipal Liens/Taxes

Real Property Taxes	2009-2010	830.06
Real Property Taxes	2008-2009	520.85
Real Property Taxes	2007-2008	202.06
Real Property Taxes	2006-2007	220.40
Miscellaneous Bills		174.21
Miscellaneous Bills		185.16
Miscellaneous Bills		36.28
Miscellaneous Bills		107.30
Miscellaneous Bills		137.67
Miscellaneous Bills		187.23
Miscellaneous Bills		392.44
Miscellaneous Bills		367.38
Miscellaneous Bills		303.55
Miscellaneous Bills		176.86
Miscellaneous Bills		269.30
Miscellaneous Bills		189.38
Miscellaneous Bills		222.47
Miscellaneous Bills		265.05
Miscellaneous Bills		230.25
Miscellaneous Bills		169.99
Miscellaneous Bills		228.79
Miscellaneous Bills		199.73
Miscellaneous Bills		635.80
Miscellaneous Bills		373.91
Miscellaneous Bills		474.34
Miscellaneous Bills		261.55
Miscellaneous Bills		267.70

## MINUTES

DHCD - cont'd

Municipal Liens/Taxes

Miscellaneous Bills	201.96
Miscellaneous Bills	<u>153.44</u>
<b>Total Liens/Taxes Owed</b>	<b>\$20,418.27</b>

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

UPON MOTION duly made and seconded, the Board is requested to approve the acquisition by gift of the fee simple interest of the property located at 1609 Retreat Street, (Block 3406, Lot 047) from Ms. Dorothy Atkins and Ms. Stephanie Atkins, owners, **SUBJECT** to municipal liens, interest, and penalties, other than 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 by gift of the fee simple interest of the property located at 2010 Ramsay Street, (Block 0273, Lot 030) from US Bank, NA, owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

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

US Bank, NA has offered to donate title to the property located at 2010 Ramsay 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 2010 Ramsay Street are itemized as follows:

Cumulative Real Property Taxes

Real Property Taxes                      \$0

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

**MINUTES**

DHCD - cont'd

UPON MOTION duly made and seconded, the Board approved the acquisition by gift of the fee simple interest of the property located at 2010 Ramsay Street, (Block 0273, Lot 030) from US Bank, NA, owner, **SUBJECT** to municipal liens, interest, and penalties, other than 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 by gift of the fee simple interest of the property located at SS of W. Garrison Avenue, 153 Ft. E. of Reisterstown Road, (Block 4596, Lot 032) from Mr. James Fuller, Jr., owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**AMOUNT OF MONEY AND SOURCE:**

The owner agrees to pay for any title work and all associated settlement costs, not to exceed \$600.00 total. Therefore, 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. Fuller has offered to donate title to his property located at SS of W. Garrison Avenue, 153 Ft. E of 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 SS of W. Garrison Avenue, 153 Ft. E. of Reisterstown Road are itemized as follows:

Municipal Liens/Taxes

Tax Sale Certificate	#259616	\$6,830.99
Real Property Taxes	2015-2016	70.46
Real Property Taxes	2014-2015	95.94
Real Property Taxes	2013-2014	101.16
Real Property Taxes	2012-2013	118.66
Real Property Taxes	2011-2012	186.60
Real Property Taxes	2010-2011	152.02

## MINUTES

DHCD - cont'd

<u>Municipal Liens/Taxes</u>		
Real Property Taxes	2009-2010	220.30
Real Property Taxes	2008-2009	185.38
Real Property Taxes	2007-2008	202.06
Miscellaneous Bill		211.30
Alley Paving Bill		2,378.14
Property Registration		406.00
Environmental Fine		180.00
Environmental Fine		150.00
<b>Total Liens/Taxes Owed</b>		<b>\$11,489.01</b>

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

UPON MOTION duly made and seconded, the Board approved the acquisition by gift of the fee simple interest of the property located at SS of W. Garrison Avenue, 153 Ft. E. of Reisterstown Road, (Block 4596, Lot 032) from Mr. James Fuller, Jr., owner, **SUBJECT** to municipal liens, interest, and penalties, other than water bills.

**MINUTES**

Department of Housing and - Land Disposition Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Land Disposition Agreement with The Community Builders, Inc., Developer, for the sale of the following properties located in the Druid Heights and Upton Neighborhoods:

- |                          |                          |
|--------------------------|--------------------------|
| 1. 510 Bloom Street      | 21. 1724 Brunt Street    |
| 2. 512 Bloom Street      | 22. 1726 Brunt Street    |
| 3. 520 Bloom Street      | 23. 1728 Brunt Street    |
| 4. 555 Brunt Ct.         | 24. 1803 Brunt Street    |
| 5. 1705 1/2 Brunt Street | 25. 1805 Brunt Street    |
| 6. 1709 Brunt Street     | 26. 1807 Brunt Street    |
| 7. 1710 Brunt Street     | 27. 1809 Brunt Street    |
| 8. 1711 Brunt Street     | 28. 1811 Brunt Street    |
| 9. 1712 Brunt Street     | 29. 1813 Brunt Street    |
| 10. 1713 Brunt Street    | 30. 1815 Brunt Street    |
| 11. 1714 Brunt Street    | 31. 1817 Brunt Street    |
| 12. 1715 Brunt Street    | 32. 1819 Brunt Street    |
| 13. 1716 Brunt Street    | 33. 1821 Brunt Street    |
| 14. 1717 Brunt Street    | 34. 1823 Brunt Street    |
| 15. 1718 Brunt Street    | 35. 1825 Brunt Street    |
| 16. 1719 Brunt Street    | 36. 1827 Brunt Street    |
| 17. 1720 Brunt Street    | 37. 1829 Brunt Street    |
| 18. 1721 Brunt Street    | 38. 1831 Brunt Street    |
| 19. 1722 Brunt Street    | 39. 1833 Brunt Street    |
| 20. 1723 Brunt Street    | 40. 1700 Division Street |

## MINUTES

DHCD - cont'd

- |     |                      |     |                      |
|-----|----------------------|-----|----------------------|
| 41. | 1702 Division Street | 61. | 1834 Division Street |
| 42. | 1704 Division Street | 62. | 1836 Division Street |
| 43. | 1706 Division Street | 63. | 1838 Division Street |
| 44. | 1708 Division Street | 64. | 1840 Division Street |
| 45. | 1710 Division Street | 65. | 1844 Division Street |
| 46. | 1712 Division Street | 66. | 1846 Division Street |
| 47. | 1714 Division Street | 67. | 1848 Division Street |
| 48. | 1716 Division Street | 68. | 2102 Etting Street   |
| 49. | 1718 Division Street | 69. | 2103 Etting Street   |
| 50. | 1720 Division Street | 70. | 2104 Etting Street   |
| 51. | 1724 Division Street | 71. | 2106 Etting Street   |
| 52. | 1726 Division Street | 72. | 2107 Etting Street   |
| 53. | 1730 Division Street | 73. | 2108 Etting Street   |
| 54. | 1732 Division Street | 74. | 2110 Etting Street   |
| 55. | 1734 Division Street | 75. | 2111 Etting Street   |
| 56. | 1736 Division Street | 76. | 2112 Etting Street   |
| 57. | 1826 Division Street | 77. | 2113 Etting Street   |
| 58. | 1828 Division Street | 78. | 2114 Etting Street   |
| 59. | 1830 Division Street | 79. | 2115 Etting Street   |
| 60. | 1832 Division Street | 80. | 2116 Etting Street   |

## MINUTES

DHCD - cont'd

81.	2118 Etting Street	101.	545 Laurens Street
82.	2119 Etting Street	102.	547 Laurens Street
83.	2120 Etting Street	103.	549 Laurens Street
84.	2121 Etting Street	104.	551 Laurens Street
85.	2122 Etting Street	105.	552 Laurens Street
86.	2123 Etting Street	106.	553 Laurens Street
87.	2124 Etting Street	107.	557 Laurens Street
88.	2125 Etting Street	108.	559 Laurens Street
89.	2126 Etting Street	109.	560 Laurens Street
90.	2127 Etting Street	110.	561 Laurens Street
91.	2128 Etting Street	111.	562 Laurens Street
92.	2129 Etting Street	112.	567 Laurens Street
93.	503 Gold Street	113.	537 Mission Ct.
94.	505 Gold Street	114.	538 Mission Ct.
95.	509 Gold Street	115.	539 Mission Ct.
96.	513 Gold Street	116.	540 Mission Ct.
97.	515 Gold Street	117.	541 Mission Ct.
98.	517 Gold Street	118.	545 Robert Street
99.	519 Gold Street	119.	547 Robert Street
100.	521 Gold Street	120.	549 Robert Street

## MINUTES

DHCD - cont'd

- |      |                               |      |                    |
|------|-------------------------------|------|--------------------|
| 121. | 551 Robert Street             | 141. | 501 Gold Street    |
| 122. | 553 Robert Street             | 142. | 507 Gold Street    |
| 123. | 555 Robert Street             | 143. | 555 Laurens Street |
| 124. | 557 Robert Street             | 144. | 563 Laurens Street |
| 125. | 546 Wilson Street             | 145. | 565 Laurens Street |
| 126. | 548 Wilson Street             | 146. | 569 Laurens Street |
| 127. | 550 Wilson Street             | 147. | 556 Wilson Street  |
| 128. | 552 Wilson Street             | 148. | 560 Wilson Street  |
| 129. | 554 Wilson Street             | 149. | 562 Wilson Street  |
| 130. | 558 Wilson Street             |      |                    |
| 131. | Rear of 545-547 Robert Street |      |                    |
| 132. | 1707 Brunt Street             |      |                    |
| 133. | 1722 Division Street          |      |                    |
| 134. | 1728 Division Street          |      |                    |
| 135. | 1818 Division Street          |      |                    |
| 136. | 1820 Division Street          |      |                    |
| 137. | 1822 Division Street          |      |                    |
| 138. | 1824 Division Street          |      |                    |
| 139. | 1842 Division Street          |      |                    |
| 140. | 2117 Etting Street            |      |                    |

**AMOUNT OF MONEY AND SOURCE:**

\$149.00 (\$1.00 per property for a total of 149 properties)

**MINUTES**

DHCD - cont'd

The City will convey all of its rights, title, and interest in the Properties which will be paid at the time of settlement.

The purchase price for the site will be financed through CDA Tax credits.

**BACKGROUND/EXPLANATION:**

The Developer will redevelop the properties in conjunction with four other parcels it owns in the vicinity, currently referred to as Pedestal Gardens. The project will replace distressed public housing with high-quality mixed-income housing that is well managed and responsive to the needs of the surrounding community. The redevelopment will produce approximately 90 new high-quality, mixed-income rental townhouse and apartment units. The initial phase of the proposed 419-unit, community-wide transformation, the Central West Baltimore scattered site development will provide approximately 40 off-site relocation units for current residents of Pedestal Gardens, particularly those with larger families who would prefer townhouse units.

The four Pedestal Gardens blocks will then be redeveloped in phases over the next five years, replacing aging, poorly-designed, low-income buildings with new mixed-use, mixed-income buildings that better reflect the architectural charm of Eutaw Place and Madison St.

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

In accordance with the appraisal policy of Baltimore City, Waiver valuations were prepared for the properties. The price determined by the waiver valuation of: 510 Bloom Street is \$8,060.00; 1720 through 1734 Division Street is \$4,975.00 each; 1818 through 1846 Division Street is \$4,975.00 each; 501 and 507 Gold Street is \$4,975.00 each; 547 through 567 Laurens Street is \$3,750.00 each; and 562 Laurens Street is \$2,157.00.

**MINUTES**

DHCD - cont'd

The properties located at 1832 Division Street appraised at \$18,640.00, 1838 Division Street appraised at \$21,000.00, and 1840 Division Street appraised at \$45,000.00. All of the other properties are vacant lots assessed at \$1,000.00 and were not appraised per the appraisal policy of Baltimore City.

The Properties will be sold to The Community Builders, Inc. for \$1.00 per property, which is below the price determined using the Waiver Valuation Process because of the following facts:

1. the sale and redevelopment will continue the elimination of blight,
2. the sale and redevelopment will promote economic development through placement of the subject property on the City's tax roll, and
3. the sale and redevelopment will help to promote a specific benefit to the immediate community.

**MBE/WBE PARTICIPATION:**

The Developer will purchase the Property for a price that is less than the appraised value; therefore, MBE/WBE is applicable.

UPON MOTION duly made and seconded, the Board approved the Land Disposition Agreement with The Community Builders, Inc., Developer, for the sale of the foregoing 149 properties located in the Druid Heights and Upton Neighborhoods.

**MINUTES**

Mayor's Office of Employee - Employee Expense Statement  
Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Employee Expense Statement for Gerald Grimes for the month of February 2015.

**AMOUNT OF MONEY AND SOURCE:**

\$110.60 - 5000-804815-6396-459405-603002

**BACKGROUND/EXPLANATION:**

Mr. Grimes is the Project Manager of Workforce Operations which requires travel on a regular basis.

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

The Employee Expense Statement is delayed because of supporting document challenges and administrative error.

**AUDITS REVIEWED AND HAD NO OBJECTION.**

**APPROVED FOR FUNDS BY FINANCE**

UPON MOTION duly made and seconded, the Board approved the Employee Expense Statement for Gerald Grimes for the month of February 2015.

**MINUTES**

Department of Housing and - Land Disposition Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Land Disposition Agreement with The Baltimore Station and Greater Baltimore AHC Inc., Developer, for the sale of the City-owned property located at 2400 Harman Avenue.

**AMOUNT OF MONEY AND SOURCE:**

\$750,000.00 - Purchase Price

**BACKGROUND/EXPLANATION:**

The City will convey all of its rights, title, and interest in 2400 Harman Avenue to the Developer for the purchase price which will be paid at the time of settlement.

The project consists of the construction of a 65-unit housing complex for homeless veterans and will contain a community center component. The land to be conveyed is intended to be shown as a proposed subdivision plat including the bed of the proposed extension of Puget Street, but excluding the area north of the proposed street.

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

Not Applicable - pursuant to the Appraisal Policy of Baltimore City, the property was appraised at \$740,000.00 and is being sold for \$750,000.00.

**MINUTES**

DHCD - cont'd

**MBE/WBE PARTICIPATION:**

The Developer has agreed to comply with the Minority and Women's Business Enterprise Program of Baltimore City.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with The Baltimore Station and Greater Baltimore AHC Inc., Developer, for the sale of the City-owned property located at 2400 Harman Avenue.

**MINUTES**

Department of Housing and - Land Disposition Agreement  
Community Development

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Land Disposition Agreement with TRF Development Partners - Baltimore, LLC, Developer, for the sale of the City-owned vacant buildings located at 711 and 713 E. Biddle Street; 1101 through 1125 Proctor Street; 1108 through 1128 Proctor Street; 700 E. Chase Street; 704 through 718 E. Chase Street; and 1107 through 1111 Greenmount Avenue.

**AMOUNT OF MONEY AND SOURCE:**

\$300,000.00 - Purchase Price

**BACKGROUND/EXPLANATION:**

The Developer will purchase the vacant buildings known as 1128 Proctor Street, 718 E. Chase Street, and 1107, 1109, & 1111 Greenmount Avenue and the vacant lots known as 711 & 713 E. Biddle Street, 1101, 1103, 1105, 1107, 1109, 1111, 1113, 1115, 1117, 1119, 1121, 1123, 1125, 1126, 1124, 1122, 1120, 1118, 1116, 1114, 1112, 1110 & 1108 Proctor Street, and 700, 704, 706, 708, 710, 712, 714 and 716 E. Chase Street for residential for-rent new construction. The purchase price and improvements to the sites will be funded through low income housing tax credits and private funds.

The authority to sell these properties is within Article 28, Section 8 of the Baltimore City Code and the Johnston Square Urban Renewal Plan.

**MINUTES**

DHCD - cont'd

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

The appraisal for the entire project area determined the value to be \$300,000.00. The TRF Development Partners - Baltimore, LLC is paying the appraised value for the site, therefore this section does not apply.

**MBE/WBE PARTICIPATION:**

The Developer has agreed to comply with the Minority and Women's Business Enterprise Program of Baltimore City.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Land Disposition Agreement with TRF Development Partners - Baltimore, LLC, Developer, for the sale of the City-owned vacant buildings located at 711 and 713 E. Biddle Street; 1101 through 1125 Proctor Street; 1108 through 1128 Proctor Street; 700 E. Chase Street; 704 through 718 E. Chase Street; and 1107 through 1111 Greenmount Avenue.

**MINUTES**

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

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of Amendment to Agreement with KCI Technologies, Inc., for SC 912, Wastewater Engineering Services for the Improvements of the Low Level Sewershed Collection System. The original Agreement will expire on May 25, 2016. The Amendment to Agreement will extend the agreement to May 24, 2017.

**AMOUNT OF MONEY AND SOURCE:**

\$ 194,688.02 - Wastewater Revenue Bonds  
    2,484.37 - Baltimore County  
**\$ 197,172.39** - 9956-918616-9551-900020-702064

**BACKGROUND/EXPLANATION:**

On May 25, 2011, the Board approved the contract with the consultant to provide engineering services for the Improvements of the Low Level Sewershed Collection System. This Amendment to Agreement will allow the Consultant to continue providing additional engineering services to complete the Post Award phase. This time extension will allow the Consultant to attend the final acceptance walk through which occurs one year after construction is completed. The Consultant was approved by the Office of Boards and Commissions and the Architectural and Engineering Awards Commission.

**MINUTES**

Department of Public Works/Off. of Eng. & Constr. - cont'd

**MBE/WBE PARTICIPATION:**

The Consultant will continue to comply with all terms and conditions of the MBE/WBE programs in accordance with Baltimore City Code, Article 5, Subtitle 28.

**APPROVED FOR FUNDS BY FINANCE**

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment to Agreement with KCI Technologies, Inc., for SC 912, Wastewater Engineering Services for the Improvements of the Low Level Sewershed Collection System.

**MINUTES**

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

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of the Agreement with Patton Harris Rust & Associates, P.C., a Pennoni Company for W.C. 1229, Design for Rehabilitation of Vernon Pumping Station. The period of the Agreement is upon Board approval for 36 months or until the upset limit is reached, whichever occurs first.

**AMOUNT OF MONEY AND SOURCE:**

\$1,385,549.36 Baltimore City Water Revenue Bonds  
930,845.64 Baltimore County  
**\$2,316,395.00**

**BACKGROUND/EXPLANATION:**

During the Study Phase of W.C. 1229, the Consultant performed a comprehensive assessment of current conditions at the pumping station and identified major deficiencies. To correct these deficiencies, a comprehensive improvement program was developed which calls for major hydraulic, mechanical, and electrical improvements to the pumping station, for the provision of an emergency generator facility and for the architectural and structural rehabilitation of the station structure itself. Improvements to the discharge header and control valves will be made, as will replacing of discharge mains installed directly under the Jones Falls Expressway. The Consultant was approved by the Office of Boards and Commissions and Architectural and Engineering Awards Commission.

**MBE/WBE PARTICIPATION:**

<b>MBE:</b> Shah & Associates, Inc.	\$ 833,098.00	35.96%
C.C. Johnson & Malhotra, P.C.	97,849.00	4.22%
Savin Engineers, P.C.	<u>116,877.00</u>	<u>5.04%</u>
<b>TOTAL MBE</b>	<b>\$1,047,824.00</b>	<b>45.22%</b>

MINUTES

Department of Public Works/Off. of Eng. & Constr. - cont'd

<b>WBE:</b> The Robert B. Balter Company	\$124,565.00	5.37%
Phoenix Engineering, Inc.	77,900.00	3.36%
Ruxton Design Corporation	29,178.00	1.26%
	<u>\$231,643.00</u>	<u>9.99%</u>

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**APPROVED FOR FUNDS BY FINANCE**

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

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,096,640.05	9960-902922-9558	
Water Revenue	Constr. Res.	
Bonds	Vernon PS Rehab	
791,359.95	" "	
Counties		
430,748.15	9960-936001-9558	
Water Revenue	Constr. Res.	
Bonds	Unallocated	
281,251.85	" "	
<u>Counties</u>		
<b>\$2,600,000.00</b>		
\$2,316,395.00	-----	9960-911141-9557-3
		Engineering
283,605.00	-----	9960-911141-9557-9
<u>283,605.00</u>		Administration
<b>\$2,600,000.00</b>		

The funds are required to cover the cost of the design for Project WC 1229, Rehabilitation of the Vernon Pumping Station.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Patton Harris Rust & Associates, P.C., a Pennoni Company for W.C. 1229, Design for

**MINUTES**

Department of Public Works/Off. of Eng. & Constr. - cont'd

Rehabilitation of Vernon Pumping Station. The Transfer of Funds was approved, SUBJECT to the receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, in accordance with the provisions of the City Charter.

**MINUTES**

Mayor's Office/Office of - Grant Agreements  
Homeless Services (MOHS)

The Board is requested to approve and authorize execution of the Grant Agreements. The period of the Grant Agreement is July 1, 2015 through June 30, 2016.

1. **AIDS INTERFAITH RESIDENTIAL SERVICES, INC.** **\$ 54,825.00**

Account: 5000-529115-3572-333743-603051

The organization will use the funds to provide shelter and support services in their City Steps - Carriage House program to the homeless of the City. The organization will serve an average of 11 homeless youths.

2. **HEALTH CARE FOR THE HOMELESS, INC.** **\$ 25,000.00**

Account: 4000-490916-3573-333634-603051

The organization will use the funds to provide housing assistance and supportive services to individuals or to families who have a family member with AIDS. The organization will serve approximately 250 clients each year.

3. **NEW VISION HOUSE OF HOPE, INC.** **\$360,286.00**

Account: 1001-000000-3572-327233-603051

The organization will use the funds to pay for staff and operational costs to provide shelter to 60 homeless women at their shelter facilities.

**MINUTES**

MOHS - cont'd

4. **PROJECT PLASE, INC.** **\$286,750.00**

Account: 4000-490915-3573-333626-603051

The organization will use the funds to provide housing and supportive services to individuals or to families who have a family member with AIDS. The organization will serve 65 to 70 homeless men, women, and families.

The Grant Agreements are late because of delays at the administrative level.

**APPROVED FOR FUNDS BY FINANCE**

**AUDITS REVIEWED AND HAD NO OBJECTION.**

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

**MINUTES**

Department of Finance - 2015 Combined Charity Campaign

**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an agreement with United Way of Central Maryland, Inc. The period of the agreement is effective upon Board approval and will end upon completion of the final audit and accounting for the Campaign year 2015.

**AMOUNT OF MONEY AND SOURCE:**

\$111,831.00

**BACKGROUND/EXPLANATION:**

On December 12, 2007, the Board authorized the Department to negotiate annually with United Way of Central Maryland, Inc. to continue serving as the operating agency of the Combined Charity Campaign for the City (Campaign). The Department requests approval for United Way of Central Maryland, Inc. to manage the 2015 Campaign.

**MBE/WBE PARTICIPATION:****MWBOO SET GOALS OF MBE 7.3% AND WBE 4%.**

<b>MBE:</b> Simply Good, LLC	\$ 5,369.50	1.9%
Silverback Business Center, LLC	14,853.00	5.3%
	<u>\$20,222.50</u>	<u>7.3%</u>
<b>WBE:</b> Jones Networking Associates, LLC	\$ 4,328.72	1.6%
Promotions Unlimited, Inc.	8,460.00	3.0%
	<u>\$12,788.72</u>	<u>4.6%</u>

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

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

**MINUTES**

Bureau of Budget and Management - Appropriation Adjustment Order  
Research (BBMR)

**ACTION REQUESTED OF B/E:**

The Board is requested to approve the Appropriation Adjustment Order within the Baltimore Casino Local Impact Aid (Fund 2026) to support Youth Works.

**AMOUNT OF MONEY AND SOURCE:**

From: Community Projects  
2026-000000-1873-732800-603026 - \$ 50,000.00  
  
Benefit District Support  
2026-000000-1873-732700-603026 - \$ 50,000.00  
  
To: Youth Works  
2026-000000-6397-734200-601002 - **\$100,000.00**

**BACKGROUND/EXPLANATION:**

The source of funds is two projects within the Baltimore Casino Local Impact Aid Fund - \$50,000.00 from Community Projects and \$50,000.00 from Benefit District Support.

The Local Development Council (LDC) recommends an annual spending plan to the Mayor each year for the City's proceeds from the Baltimore Casino. The LDC agreed to move \$100,000.00 to support the Youth Works program, which provides summer jobs to the City's youth. These funds will support 67 additional participants in summer 2015. The net result is \$340,000.00 total provided for Youth jobs, \$200,000.00 remaining for Community Projects, and \$150,000.00 remaining for Benefit District Support.

**MBE/WBE PARTICIPATION:**

N/A

**APPROVED FOR FUNDS BY FINANCE**

**MINUTES**

BBMR - cont'd

UPON MOTION duly made and seconded, the Board approved the Appropriation Adjustment Order within the Baltimore Casino Local Impact Aid (Fund 2026) to support Youth Works.

**MINUTES****CITY COUNCIL BILLS:**

15-0502 - An Ordinance concerning Sale of Property - NS Worcester Street 417-10 NW Ridgely Street (Block 833, Lot 001A) for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain property known as NS Worcester Street 417-10 NW Ridgely Street (Block 833, Lot 001A) and no longer needed for public use; and providing for a special effective date.

**ALL REPORTS RECEIVED WERE FAVORABLE.**

15-0536 - An Ordinance concerning Sale of Property - Former Bed of Worcester Street for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain parcel of land known as the former bed of Worcester Street, extending from CSX Transportation Railroad Right-of-Way toward Ridgely Street and no longer needed for public use; and providing for a special effective date.

**ALL REPORTS RECEIVED WERE FAVORABLE.**

15-0544 - An Ordinance concerning Sale of Property - 3306 North Hilton Street, Unit 203 for the purpose of authorizing the Mayor and City Council of Baltimore to sell, at either public or private sale, all its interest in certain property known as 3306 North Hilton Street, Unit 203 (Block 2913, Lot 028) and no longer needed for public use; and providing for a special effective date.

**ALL REPORTS RECEIVED WERE FAVORABLE.**

UPON MOTION duly made and seconded, the Board approved Bill Nos. 15-0502, 15-0536 and 15-0544 and directed that the bills be

MINUTES

CITY COUNCIL BILLS:

returned to the City Council with the recommendation that they also be approved and passed by that Honorable Body. The President **ABSTAINED**.

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:

2917 - 2939

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.

Item No. 7 was **DEFERRED** one week.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works/Office of Eng. & Construction

1. WC 1307R, AMI/R                      Metra Industries,                      \$3,324,915.00  
 Urgent Need                              Inc.  
 Metering Infra-  
 structure Repairs  
 and Replacement  
 Various Locations  
 (Up to 2" Water  
 Services)

**MWBOO SET GOALS OF 15% MBE AND 4% WBE.**

<b>MBE:</b> JJ Adams Fuel Oil Company, Inc.	\$166,245.75	5.0%
Machado Construction Company, Inc.	<u>332,491.50</u>	<u>10.0%</u>
<b>Total</b>	<b>\$498,737.25</b>	<b>15.0%</b>

<b>WBE:</b> R&R Contracting Utilities, Inc.	\$132,996.60	4.0%
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**MWBOO FOUND VENDOR IN COMPLIANCE.**

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
2. \$ 2,366,006.50	9960-906133-9558	
Water Revenue	Constr. Res.	
Bonds	Meter Replacement	
2,366,006.50	"                "	
Counties		
<b>\$ 4,732,013.00</b>		
\$ 332,491.50	-----	9960-911624-9557-2
		Extra Work
332,491.50	-----	9960-911624-9557-3
		Engineering
542,620.80	-----	9960-911624-9557-5
		Inspection

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

DPW/Office of Eng. & Construction - cont'd

3,324,915.00	-----	9960-911624-9557-6
		Construction
<u>199,494.20</u>	<u>-----</u>	9960-911624-9557-9
		Administration
<b>\$4,732,013.00</b>		

The funds are needed to cover the cost of WC 1307R, AMI/R Urgent Need Metering Infrastructure.

Department of General Services (DGS)

- |  |  |
|--|--|
| <p>3. GS14803, Department of Finance, Treasury Management Interior Renovations</p> | <p><b>REJECTION</b> - On August 20, 2014, the Board opened two bids for GS14803. The DGS intends to re-bid this project. It is in the best interest of the City to rebid based on the cycle of Treasury Management work; it does not wish to start construction until the Summer of 2016. The Department of General Services is concerned about escalation rates of bid prices during this period.</p> |
|--|--|

Bureau of Purchases

- |   |  |                        |
|---|--|------------------------|
| <p>4. B50004155, Leotek Street Light Fixtures</p> | <p>Capital Lighting &amp; Supply, LLC d/b/a Capital Tristate</p> | <p>\$ 1,342,650.00</p> |
|---|--|------------------------|

(Department of Transportation)

**MWBOO GRANTED A WAIVER.**

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases - cont'd

5.	B50003989, Food and Beverage Vending Services	Black Tie Services, LLP	\$ 615,000.00 (5 year estimated revenue)
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(Dept. of General Services, Health Department)

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

6.	B50004135, Miscellaneous Electrical Work	Hawkeye Construction, L.L.C.	\$ 2,331,300.00
----	--	---------------------------------	-----------------

Calmi Electrical  
Company, Inc.

**MWBOO SET GOALS OF 27% MBE AND 9% WBE.**

HAWKEYE CONSTRUCTION, L.L.C.

<b>MBE:</b>	A/C Power, Inc.	27.0%
<b>WBE:</b>	Fleet Electric	9.0%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

CALMI ELECTRICAL COMPANY, INC.

<b>MBE:</b>	Calmi Electrical Company, Inc.*	25.0%
	A/C Power, Inc.	25.0%
	<b>Total MBE/WBE</b>	<b>50.0%</b>

<b>WBE:</b>	Shantech Electric, Inc.	9.0%
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Indicates Self-Performing\*

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**A PROTEST WAS RECEIVED FROM HORTON MECHANICAL CONTRACTORS, INC.**



100% Certified African American  
Owned Contractor

# Horton Mechanical Contractors, Inc.

## SPECIALIZING IN:

INDUSTRIAL PIPING • POWER PLANTS • SHEET METAL  
WATER/WASTEWATER TREATMENT • PREVENTATIVE MAINTENANCE/CONTRACTS  
ELECTRICAL • CONTROLS & INSTRUMENTATION

**RESPONSIVE, RESPONSIBLE, RELIABLE**

Baltimore City MBE #89-000427  
Maryland DOT MBE #84-055

August 17, 2015

Board of Estimates  
C/O Clerk of the Board of Estimates  
100 Holliday Street  
Baltimore, MD. 21202

ATTN: Honorable President and Members of the Board of Estimates C/O Clerk of the Board of Estimates

RE: **Protest of Award**  
**Project Name: Miscellaneous Electrical Work**  
**Solicitation Number: B50004135**

Dear Honorable Board:

Horton Mechanical Contractors 7909 Philadelphia Road, Baltimore MD. 21237, Phone No. 410-866-4900 is in receipt of notice of award related to the above referenced project.

The Solicitation #B50004135 for Miscellaneous Electrical Work was issued by:

Baltimore City Bureau of Purchases  
231 E. Baltimore Street  
Baltimore, MD. 21202  
The procurement officer is Mr. Timothy Krus, CPPO

The award notice does not identify the low bidder (Horton Mechanical Contractors) as an awardee. Upon review of this matter we are advised that Baltimore City MWBOO rejected the Minority Participation Plan put forth by Horton Mechanical contractors due to a request for waiver submitted as part of the Plan. This caused Horton Mechanical Contractors to be considered non-responsive and the bid rejected. In consideration of this determination of non-responsive bid proposal Horton is issuing this written protest in accordance with Solicitation B50004135 Bid Documents-General Conditions section GC43 as found on pages 16 and 17

During the preparation of the bid submission, Horton did engage in discussion with IBEW LU 24 and inquired as to whether any WBE contractors were presently available as the WBE contractor engaged by Horton Mechanical Contractors during the prior contract was Herbert Electric. This firm is no longer in business. The IBEW office did not identify any firms that were WBE. Due to the fact that Horton Mechanical Contractors is signatory to LU 24 Electricians Local we are limited to assigning

subcontract agreements to other Union Contractors. As we were unable to identify WBE suppliers that are manufacturers, we located a non-manufacturing supplier that was able to fulfill the 25% allowable portion of the WBE requirement in accordance with Contract Specification page B-15A1.

Additionally, Horton spoke with Eng Peng of MWBOO and reviewed the situation. We were advised that using the available vendor for a portion of the MWBOO would be an acceptable alternative and that we should not adjust our MBE portion to accommodate the WBE portion.

Our submission of the MBE/WBE form included 55% MBE and 2.2% WBE for the goals of 27% and 9% respectively. This submission exceeds the overall goal despite not meeting the WBE subgoal.

Based upon the above information, we are protesting the determination of Horton Mechanical Contractors being non-responsive on the above referenced Solicitation. Additionally, the determination of a non-responsive submission for a proposal that is more than 10% below the proposals of other bidders for this Solicitation would be financially injurious to the City of Baltimore during the period of this contract.

In consideration of the fact that Horton Mechanical Contractors did not achieve the Solicitation WBE Sub goal but did in fact substantially exceed the advertised MBE goal in conjunction with offering a substantially lower price in excess of 10% below the named awardees for this solicitation we ask that Horton Mechanical Contractors also be named for award under solicitation in order to achieve relief from the harm caused to both Horton Mechanical Contractors and Baltimore City.

Very truly yours,



Keith R. Horton  
President  
Horton Mechanical Contractors

encl: none

cc: file

Rodney Horton-President Horton Mechanical  
Tim Krus-Purchasing Officer, Baltimore City  
Eng Peng-MWBOO, Baltimore City

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases - cont'd

President: "The first item on the non-routine agenda can be found on page 71 item 6, Recommendations for Contract Awards and Rejection, Bureau of Purchases, B50004135, Miscellaneous Electrical Work. Will the parties please come forward?"

Mr. Tim Krus: "Tim Krus, City Purchasing Agent. This is the award of Miscellaneous Electrical Work to Hawkeye Construction and Calmi Electrical Company for \$2,331,300.00 for an initial term of three years."

Mr. John Dullock: "John Dullock, Horton Mechanical."

Mr. Rodney Horton: "Rodney Horton, Horton Mechanical. Go ahead."

Mr. Dullock: "Okay. So, the reason for our protest of this award is that this was a multiple award project. Our bid proposal was submitted uh -- rejected on terms of MWBOO participation --"

City Solicitor: "We need you to talk a little more closely into the mic."

## MINUTES

Mr. Dullock: "Okay."

City Solicitor: "Thank you very much."

Mr. Dullock: "Our bid proposal was submitted and rejected on basis of MWBOO participation, uh -- Horton Mechanical was the lowest bidder on the project and also provided MWBOO participation in excess of the total required but we did request a waiver for the WBE portion of the requirement, and that was the basis of the rejection. We're requesting that the rejection be overturned and that it be accepted."

Mr. Courtney Billups: "Courtney Billups, Chief of the Minority and Women's Business Opportunity Office. My office did review the bids and determined that uh -- Horton Electrical was non-compliant for failure to meet the WBE uh -- WBE goal, the MBE goal, and the WBE goal were separate. So, the fact that they exceeded the overall goal is not necessarily probative because the WBE goal is separate. Um, the rationale that they are a Union shop and had to use a Union subcontractor we certainly understand, but that's -- that was not part of the bid requirement. That's not a City requirement. That's a business practice, business decision for Horton Mechanical."

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

Uh - we did, before making a determination, identify at least one WBE electrical firm that was not contacted by Horton. Um -- we did our due diligence to identify that firm and certainly Horton had the opportunity to do the same. So, unfortunately we had to make the decision that we did."

Mr. Horton: "At the time of bid, we contacted our local Union Hall, Local 24 and they did not identify -- they said they didn't have any Union WBE contractors in toward the local 24 and from that point forward -- that's why we contacted MWBOO office to see what was the procedure moving forward, and that's what we did when we submitted the bid."

Mr. Billups: "Well again, we um -- we went through the WBE directory and contacted those firms that identified electrical contractor and certainly Horton had the opportunity to do that and they did not."

President: "Ok, Um -- any -- anything else? I entertain a Motion."

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

City Solicitor: "Move rejection of the bid protest and an approval of the recommendation of the Bureau of Purchases."

Deputy Director of Public Works: "Second."

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

The Motion carries."

\* \* \* \* \*

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

7. B50004074, J.I.T. Rudolph's Office & \$9,000,000.00  
Office Supplies Computer Supply,  
Inc.  
(City-wide)

**MWBOO SET GOALS AT 5% MBE AND 0% WBE.**

**MBE:** Sue Ann's Office Supply, Inc. 5%

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**A PROTEST WAS RECEIVED FROM WHITEFORD, TAYLOR, AND PRESTON, L.L.P. ON BEHALF OF MY OFFICE PRODUCTS.**

**A RESPONSE TO THE PROTEST FROM WHITEFORD, TAYLOR, AND PRESTON, L.L.P. ON BEHALF OF MY OFFICE PRODUCTS WAS RECEIVED FROM RUDOLPH'S OFFICE & COMPUTER SUPPLY, INC.**

President: "The second item on the non-routine agenda can be found on page 72, item 7, Recommendations for Contract Awards and Rejection, Bureau of Purchases, B50004074 uh -- J.I.T. Office Supplies, will the parties please come forward?"

Mr. Tim Krus: "Tim Krus, City Purchasing Agent. This is the award of Just In Time Office Supplies to Rudolph's Office & Computer Supply in the amount of \$9,000,000.00 for an initial term of five years."

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

Mr. Thurman Zollicoffer: "Good morning, Thurman Zollicoffer on behalf of My Office Products Supply."

Ms. Debbie Lafferty: "Good morning. I'm Debbie Lafferty. I'm the Regional Vice President for My Office Products."

Ms. Heather James: "Heather James uh -- on behalf of My Office Products."

President: "Okay."

Mr. Zollicoffer: "First of all, let me thank uh -- the Board uh -- for delaying this. I know that this uh -- contract was supposed to go in on August 1st and uh -- I wasn't able to come in and protest before uh -- that time. So, I thank the Board for delaying this uh -- this bid protest. My Office Products is the apparent low bidder on this -- this uh -- contract and the Board of Purchases and the City Law Department found that there was material failure to uh -- propose a government to business punch-out interface within the time frame and that was the only reason we were rejected. Um -- this is now a material defect."

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

The material interface is something that would have already been in place by My Office Products and by -- by computer and to get one that would be implemented within the City's time frame would uh -- they said they would have it in by the end of the year. But, uh -- what they really meant was that with the help of the City. This is a two-way process, this is not something that we just force in. It is a process that they would have to work with the City and work within the City timeframe and that they could have it in within three months. Uh -- this contract would save the City about \$50,000.00 a year. The fact that they said that this would be this -- by us not uh -- having uh -- within the stated response that it would be within the three months that it would be a somehow a price or an advantage is blatantly false. The only one that would have an advantage would be the incumbent because they've had it for five years. They don't have to put it in.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

It is a disadvantage to everyone else who was bidding because they're bidding not only against a blank slate, but they also not -- they also don't have the implementation because it's not already in. There is a, a -- when the City goes out for bid -- if the only way -- the process works, the only way that the City gets the best buy, the best bang for the buck is if you have absolute transparency. When you have an incumbent in a contract for almost a decade or more, you decrease the amount of competition, you decrease the efficiency of the City and when someone does actually win the bid by cost, and then you kick them out by a -- by a technical deficiency, you're not only hurting the effective price that the City's getting but your also affecting the overall competition. So, the City is not going to win in this if they allow this so-called deficiency to go forward."

Mr. Krus: "The City made it very clear in its solicitation that within three months of award, the contractor must have an internet ordering system with the ability to implement a governmental business punch-out interface with the City's electronic purchasing system.

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

Not only did we make it clear in the solicitation, but we made it absolutely clear in the pre-bid conference when we announced that a vendor must have that system implemented within the first 90 days, um -- after award. My Office Products was not present at the pre-bid conference but their sub, AJ Stationers was. This is a capability that we have to order office products in the city that we cannot move backward from and we cannot allow a 12-month period to go by when City users are using a separate system to order office supplies."

Ms. Lafferty: "I'd like to interject please?"

President: "Your name?"

Ms. Lafferty: "Debbie Lafferty, I apologize, Debbie Lafferty with My Office Products. I wrote the response and what the actual wording of the specification says is that within 90 days you must have a system with the ability to implement, with the ability--"

Mayor: "That's beautiful, (referring to ringtone) do you have a phone."

Mr. Zollicoffer: "I thought that there was an announcement that--"

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

Mayor: "That's a beautiful ringtone--"

Ms. Lafferty: "Yes, it really was, it's very calming--"

City Solicitor: "We were all sort of lulled into a sense of--"

Ms. Lafferty: "So, if I could begin again?"

President: "Go ahead."

Ms. Lafferty: "So the actual wording of the technical specification is that within 90 days a firm must have the ability to implement a punch-out site, you must have an internet site with this ability, which make complete sense to me because I would concur you don't want to go backwards and have to order an old fashion way. The timing of this response from solic-- from putting it to the street to award was only six weeks. Anybody except for the incumbent would needed to offer you an interim plan until the punch-out was done. So, our response said yes, we have an internet site with that ability. You can use it in the interim from the very beginning and we will work on this punch-out interface and to be clear, the only difference -- this is what makes this so granularly technical and in my

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

mind um -- really not a good reason to disqualify us is, when you go to our site at the very beginning, all you do is log into it and you're in the shopping cart site. Then you pick your products, you shop, and you check out. When the interface is done, you still go to my shopping cart site. The only thing that happens is that you go to Buy Speed to click into it. So, this Purchases response that my interim plan was a waste of time, or a burden on the City really doesn't hold merit because you're going to go to that site anyway, and -- and you um -- there's no way that we have a competitive advantage to delay having you connected. Any kind of delay is very costly for us, as well. So, on that merit is false."

Mr. Krus: "Tim Krus, City Purchasing Agent. That's actually not completely the way that this works. When our city users decide that they want to buy office supplies, they go into CityBuy, the City's purchasing system, and they decide that they are going to punch-out to a specifically developed City catalog that our office supply vendor has prepared. It takes them through CityBuy to that vendor's catalog where they shop for contractual items.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

When they're finished shopping, it actually builds a purchase requisition in CityBuy which can be immediately sent to the vendor by the agency to purchase those office supplies. It is a very tight integration. In the event that we would have had a different vendor win um -- this recommendation for award, we would have come to the Board asking for a three month extension on the existing contract before the new contract began to ensure that City employees did not have to break away from that and that we would lose the incredibly detailed tracking that we have. But, in this case, because we found My Office Products to be non-responsive, we come to you for request for immediate award."

Mr. Zollicoffer: "This is what I'm talking about when I'm talking about ultimate transparency. I don't believe that what he just said was ever in the RFP, uh -- it just lists that you should be available to do it in three months. If you're going to make something a material -- material part of the contract, it cannot be something that on day one, you can't -- you cannot put into place.

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

It's -- it's -- it has zero to do with cost, we still save the City money, you're paying more for individual products over the course of the entire contract, it's a significant amount of money. I don't -- if they are going to say that, you know -- it should be -- the bid that whoever is going to take over this contract would not be starting on August 1st but will be starting in November 1st because there would be a lag time in switching over. This -- this moving of the ball is the kind of lack of transparency that really uh -- under -- undermines the uh -- bidding process. And this a significant contract, so and - - if the Board was to follow the request of Purchases, um -- and find that we have a deficient uh -- bid, I would ask that you would throw all the bids out because uh -- Rudolph's bid is insufficient in many ways and we've attacked that.

It was uh -- sent to the Law department and we've yet to receive a response from the Law Department whether they have investigated uh -- the fact that they have been uh -- decertified by Prince Georges County, that their uh -- subcontractors not doing the things that they said they were going to be able to do, uh - that it would simply be a pass through.

## MINUTES

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Until you've actually investigated those issues and have a firm answer for the City in which you feel comfortable in going forward with this contract, uh -- I would ask that this contract be -- if we do not prevail be thrown out and re-bid, because that's the only thing that would be fair and transparent for the city."

City Solicitor: "Mr. Zollicoffer do -- do you agree that um -- your client would not -- based on its submission would not have in place, up and running, fully functional, 90 days after the start of the contract with the capability and the features that we been talking about here?"

Mr. Zollicoffer: "No I don't agree. What I do agree is that there was a -- the wording of her response was inaccurate and was unclear --"

City Solicitor: "The wording of your client's response?"

Mr. Zollicoffer: "Yes, and they have the same uh--"

City Solicitor: "So--"

Mr. Zollicoffer: "They have the same--"

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

City Solicitor: "And I said in my question, I said would you agree that according to your client's response, unclear or ambiguous that though it may be, that your client was not committed based on that response to have this capability up and running and in place in 90 days?"

Mr. Zollicoffer: "No, I think what my client was trying to communicate was that they can have it done but knowing that it is a two way street, they have to work within the City and have to work with City employees to get this thing correct. They've done the same thing with the State, the State had the same uh -- or very close to it uh -- specifications. They met it -- they met it but the State was dilatory in being able to help put it together, so it's a two way street --"

City Solicitor: "You could've -- your client could have said in its submission that it would have this up and running provided that the City fully cooperates and doesn't frustrate your client's ability to deliver on that promise, it could have said that right?"

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

Mr. Zollicoffer: "Well, Mr. Solicitor, could have and that may not be an accurate response also. So, I mean at some point we start splitting hairs and getting further and further away from the purpose. The purpose of the contract is to provide the best price for the City at the lowest cost uh -- the best product to the City at the lowest cost and the fact that you have an incumbent contract that -- they are the only one that actually has this up and running. Anybody else would bid on this would have to get this up and running."

City Solicitor: "Within 90 days."

Comptroller: "What was the exact wording?"

Mr. Zollicoffer: "Let me pull it up."

Ms. James: "Do you want me to read it?"

Mr. Zollicoffer: "Yeah, you can, go ahead."

Ms. James: "Yes, so it's on page B15, the exact wording is -- and I'm -- this is a section of it so but it's within context, 'Within three months of an award, contractor must have internet order and internet ordering system with the ability to implement government to business punch-out interface.'

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

So, the ability to implement is not the same thing as having a fully implemented system which is what the purchasing office -- have the purchasing office is interpreting that requirement."

City Solicitor: "So -- so, you would -- you would interpreted to say as long as you have the ability it doesn't matter whether you actually implement it for three years."

Ms. James: "Well, I think if the City wanted a fully implemented system, I think the RFP would have certainly --"

City Solicitor: "I think it did say so --"

Mr. Krus: "It is our belief that the RFP did say that and we stressed that in the pre-bid conference, making it very clear that this needed to be implemented within the first 90 days. And I would also assure the Board that we didn't give a 90 day window capriciously. We have implemented punch-out before, when we implemented the initial punch-out with Rudolph's, it took well less than that period of time and as far as--"

Comptroller: "How long did it take?"

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

Mr. Krus: "My recollection is it took about six to eight weeks. Um, the um -- the other comments that the protestant is making about Rudolph's um -- Rudolph's bid and the inadequacies in that bid were addressed by the Law Department in deed that was forwarded to Mr. Zollicoffer and My Office Products over a week ago. Rudolph's office is also separately come to the Board talking about the points that My Office Products made some of which were actually materially wrong. For example, Rudolph's non-compliance with Employ Baltimore. Employ Baltimore doesn't even apply to this solicitation, Local Hiring does. So, we have taken a very thorough look at these responses and are completely comfortable with the award recommendation that we've made."

City Solicitor: "Was one of the claimed defects and insurance requirements that Mr. Zollicoffer said was not adequately complied with--?"

Mr. Krus: "That is correct, but it was adequately complied with under the same standards that we apply all solicitations."

City Solicitor: "Based on what?"

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

Mr. Krus: "Based on the existing insurance information that we had and the ability of the vendor to confirm that they provided the insurance once they know that they have an award."

City Solicitor: "So, by the time the contract is actually executed -- up and running?"

Mr. Krus: "Correct, that is correct."

Mr. Zollicoffer: "I still haven't heard an answer as to why they were decertified by the Prince Georges County government."

Mr. Krus: "I have the President of Rudolph's here who can address that directly."

Ms. Christina Ensley: "Christina Ensley with Rudolph's Office and Computer Supply. Mr. President, we are a -- we have put in our paperwork for -- to be certified, recertified with Prince Georges County, uh -- we provided them with a letter from MDOT on March 26<sup>th</sup> stating that we were certified MBE in the State of Maryland and for whatever reason in late June we received a notice from them that um -- they had put our MBE on hold until they had further information from the State of Maryland, but I do have a copy of the letter that we are certified through the State of Maryland, and we provided that to Prince Georges County."

## MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

Mr. Zollicoffer: "Which means they were decertified. They had to recertify, they were decertified."

Ms. Ensley: "Excuse me sir, you're recertified every year, it's part of the process, it's a yearly process and you have to submit paperwork every year, and we've submitted all of the required paperwork."

Mr. Zollicoffer: "Thank you."

City Solicitor: "Mr. President, if I may make a Motion to defer the Board's decision on the matter for one week only one and only deferral -- to enable some folks to review some of the issues that are here that would require also that we the same time extend the existing contract by one week."

Comptroller: "Second."

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

\* \* \* \* \*

WHITEFORD, TAYLOR & PRESTON L.L.P.

SEVEN SAINT PAUL STREET  
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July 20, 2015

**Sent via facsimile ((410)685-4416) and regular mail**

Honorable President  
and Members of the Board of Estimates  
c/o Clerk, Board of Estimates  
City Hall, Room 204  
100 N. Holliday Street  
Baltimore, MD 21202

**Re: Request for Postponement (Solicitation No. B50004074)**

Honorable President and Members of the Board of Estimates:

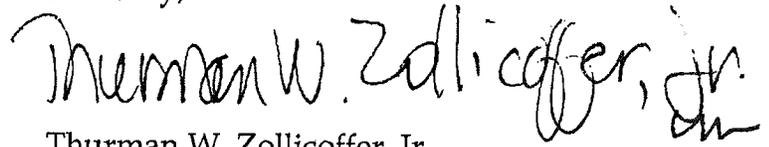
We represent My Office Products, the apparent low bidder on Solicitation No. B50004074. We have tried to determine whether My Office Products will be awarded the contract, but so far have not been able to ascertain that information. We anticipate, however, that at Wednesday's scheduled Board of Estimates meeting, one of two things might happen: (1) the agency will try to maintain its relationship with the incumbent, in which case My Office Products will protest; or (2) if My Office Products is awarded the contract, there will be a protest by the incumbent. I will be out of town on Wednesday, and, therefore, if either of these events is to occur, we respectfully request a postponement of the vote on this contract to allow us to properly represent My Office Products's interests before the Board of Estimates.

Please do not hesitate to contact me if you have any questions or concerns.

Thank you for your attention to this matter.

July 20, 2015  
Page 2

Sincerely,

A handwritten signature in black ink that reads "Thurman W. Zollicoffer, Jr." with a stylized flourish at the end.

Thurman W. Zollicoffer, Jr.

cc: Deborah H. Diehl  
Heather A. James  
Peter W. Sheehan, Jr.

WHITEFORD, TAYLOR & PRESTON L.L.P.

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August 11, 2015

**VIA HAND DELIVERY**

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

The Honorable Joan Pratt  
City Comptroller  
100 N. Holliday Street  
Room 204  
Baltimore, MD 21202

The Honorable Stephanie Rawlings-Blake  
Mayor's Office, City Hall  
100 N. Holliday Street, Room 400  
Baltimore, Maryland 21202

George Nilson, Esquire  
City Solicitor  
101 City Hall  
Baltimore, Maryland 21202

The Honorable Bernard C. "Jack" Young  
Baltimore City Council  
Office of the President  
City Hall  
100 N. Holliday Street, Suite 400  
Baltimore, Maryland 21202

Rudolph S. Chow  
Director of Public Works  
600 Abel Wolman Municipal  
Building  
Baltimore, Maryland 21202

***Re: Request for Proposals Number B50004074 for Procurement of  
Just In Time Office Supplies***

Dear Madam Clerk:

We represent MyOfficeProducts, Inc. ("MyOfficeProducts") in connection with its pending bid protest to the above-referenced solicitation ("RFP"). MyOfficeProducts hereby supplements its protest challenging the City's improper rejection of MyOfficeProducts' proposal as nonresponsive to the RFP requirements. In addition to the grounds asserted in MyOfficeProducts' July 28, 2015 bid protest, we ask the Board to consider the following key points prior to voting on this matter.

Upon receipt of the City's July 24, 2015 notice that it would recommend Rudolph's for contract award, MyOfficeProducts attempted to obtain information regarding why, as the lowest bidder, it had not been selected for award. MyOfficeProducts had difficulty obtaining any information from the City regarding the disposition of MyOfficeProducts' bid. On July 28, 2015, MyOfficeProducts submitted a bid protest which in part challenged the City's rejection of its bid as non-responsive. Prior to the submission of the protest, the City had refused to disclose the grounds upon which the City had rejected the MyOfficeProducts proposal.

The City has now revealed its stated reason for rejecting MyOfficeProducts' proposal. Near close of business on July 28, 2015, the City procurement office released a legal memorandum from the Office of the Solicitor (the "Memo") that stated MyOfficeProducts' bid was rejected as non-responsive and materially defective (see attached). Specifically, the City contends that MyOfficeProducts' bid was defective in three (3) respects: (1) MyOfficeProducts' bid proposed a material deviation from a RFP requirement for a Government-to-Business Punch-Out interface, (2) MyOfficeProducts allegedly omitted required reference letters from its bid and (3) MyOfficeProducts did not include an acceptable "Sustainability Plan" in its proposal.

We have reviewed the City's explanation and find that its interpretation of the RFP requirements is not reasonable. In addition, the City improperly eliminated MyOfficeProducts' proposal for insignificant deficiencies that did not rise to the level of material defects requiring rejection of the proposal as non-responsive. As discussed in more detail below, the City's rejection of MyOfficeProducts' proposal was arbitrary and capricious and accordingly, the recommendation to award a contract to Rudolph's must be withdrawn.

#### **I. The City's Interpretation of the RFP Government-to-Business Punch-Out Interface Requirements Was Unreasonable**

The RFP sets forth a number of technical requirements bidders must meet to be eligible for contract award. One such requirement is the following related to the online ordering requirements:

Within three months of an award, the Contractor must have an Internet ordering system with the ability to implement a Government-to-Business Punch-Out interface with the City's electronic purchasing system, BuySpeed by Periscope.<sup>1</sup>

The RFP only requires bidders to have the "ability" to implement a Government-to-Business Punch-Out interface (the "Interface") within three (3) months of contract

---

<sup>1</sup> RFP Section SW25.L.1. (Part 1, page B-15).

award. It does not, as the City contends, require bidders to have completed implementation of a fully functional Interface within three months of award. There is a significant difference between having the "ability" to implement the Interface and actual completion of the Interface implementation. Had the City intended to require bidders to have a fully operational Interface within three (3) months of contract award, as it now contends, the City would not have used the phrase "with the ability to implement." For an interface of the kind that the City requires here, the City and the awardee would need to carry out a number of inter-related tasks before the Interface would be fully operational. Implementation of that Interface would require collaboration between City purchasing, the awardee's information technology (IT) department, accounting, and customer service teams and a third party commercial software vendor.

While it would be standing up the Interface, MyOfficeProducts provided an interim plan which contemplated the use of the company's ecommerce ordering site. MyOfficeProducts never sought approval from the City to extend the timeframe to implement the Interface, as the City claims. Since the RFP does not actually require a three-month implementation of the Interface, the MyOfficeProducts proposal cannot be reasonably interpreted to deviate from the RFP Interface specifications, and the City's rejection of MyOfficeProducts' bid on that basis is improper.

The RFP expressly states that unless a bidder requests and receives approval for a deviation from the RFP terms, the City shall assume that [bidders] are responsive and in full compliance with all terms, conditions, requirements.....as if [a bidder] had not taken an exception of deviation." The MyOfficeProducts proposal does not note any deviation from the RFP requirements and in fact states that MyOfficeProducts will be "fully compliant" with all technical requirements, including those requirements surrounding the Interface. Since MyOfficeProducts did not call out any deviation from the RFP requirements, the City was required to conclude that MyOfficeProducts would comply with any implementation schedule the City imposed.

Moreover, the caselaw cited in the Memo clearly indicates that the City erred when it eliminated the MyOfficeProducts proposal as non-responsive. The Memo cites Maryland law which provides that a variation from RFP specifications must be "substantial" and give the bidder a "special advantage" over the other bidders to make the bid invalid. See Memo, citing 40 Opinions of the City Solicitor 81, 82 (February 24, 1941); McQuillan on Municipal Corporations (2nd Ed.), vol. III, sec. 1321. The Memo goes on to provide that for a deviation to invalidate a bid, it would have to affect the price or quality of the deliverables. *Id.*, at 666, citing *Pascoe v. Barnum*, 225 N.W. 506 at 507 (1929). ("To be substantial, [the deviation] must affect the amount of the bid. It must

give the bidder an advantage or benefit not allowed to other bidders. It must be an element considered in fixing the price.").

Even assuming that MyOfficeProducts had proposed a deviation from Interface implementation requirements, which it did not, there is no reasonable basis upon which the City could conclude that any such alleged deviation would give MyOfficeProducts an unfair price advantage over other bidders. The City's argument assumes that by allowing MyOfficeProducts more time to implement the Interface, MyOfficeProducts could offer a cheaper price and gain an unfair advantage over other bidders. To follow that argument would require the City to further assume that it would be cheaper for MyOfficeProducts to handle a manual transaction rather than a full electronic transaction. That assumption simply makes no sense. A fully electronic transaction as is contemplated by the Interface is the most efficient and lowest-cost model in the industry. If MyOfficeProducts expected a longer implementation period, its costs of performance would be higher, not lower. In reality, the only bidder with a competitive price advantage here is the incumbent, Rudolph's, who already has their site with interface up and running. Even so, Rudolph's proposed price was significantly higher than that of MyOfficeProducts. Based on the foregoing, MyOfficeProducts protest should be sustained and the rejection of its proposal should be withdrawn.

## **II. The Alleged Omission of Written Reference Letters from MyOfficeProducts' Bid Was Not a Material Deficiency**

The Memo also addressed the City's apparent rejection of MyOfficeProducts' bid due to an alleged omission of three (3) written business references. See RFP Section DS14.A (Part 1, page B-22). MyOfficeProducts provided three (3) business references, including contact information so that the City could contact the references for verification. The City Solicitor concluded that the omission of written references rather than providing name and contact information was a minor irregularity that the City had the discretion to waive since it was not material to the bid results. There is no basis for the City's rejection of MyOfficeProducts' proposal due to the lack of three written reference letters. Since the format of business references provided is not a material deficiency, this does not render MyOfficeProducts bid non-responsive. MyOfficeProducts' protest should be sustained on that basis.

## **III. MyOfficeProducts' "Sustainability Plan" Was Not Materially Deficient**

The City has alleged a material deficiency in MyOfficeProducts' "Sustainability Plan" without specifying what the alleged deficiency was. The City Solicitor did not find that MyOfficeProducts' "Sustainability Plan" was deficient. Accordingly, MyOfficeProducts' bid should not have been rejected on this basis.

#### **IV. Conclusion**

Pursuant to Baltimore City Charter Article IV, § 11(g)(1)(ii), the Board of Estimates is required to award this contract to "the lowest responsive and responsible bidder" responding to the RFP. Based on the foregoing, the City had no basis to reject the MyOfficeProducts proposal as non-responsive. MyOfficeProducts' bid was plainly superior to Rudolph's in that MyOfficeProducts complied with all material terms of the RFP, while Rudolph's proposal was materially defective in several areas. MyOfficeProducts' bid price was significantly lower than Rudolph's and would result in an estimated costs savings to the City of nearly \$300,000 over the contract term. As the lowest priced responsive and responsible bidder in this procurement, MyOfficeProducts should have been recommended for contract award. Accordingly, we request that the City's rejection of MyOfficeProducts' bid be withdrawn and MyOfficeProducts recommended for contract award.

#### **V. MyOfficeProducts Will Be Prejudiced By the Board of Estimates' Proposed Action**

Should the Board of Estimates deny MyOfficeProducts' protest and vote to confirm the award to Rudolph's, MyOfficeProducts will have been unfairly and unlawfully deprived of this contract opportunity. Based on the foregoing, MyOfficeProducts can easily show that it will be harmed by the Board of Estimates' proposed action in connection with this procurement.

MyOfficeProducts' proposal represents the lowest price and best technical response to the RFP. It is in the best interest of the citizens of Baltimore to award this contract to MyOfficeProducts. Based on the foregoing, we request that the Board of Estimates vote accordingly to award the contract to MyOfficeProducts.

#### **VI. Request for Extension**

Finally, we are requesting a one week postponement of the vote on this contract until August 19, 2015. I am on travel this week and therefore unable to attend Wednesday's Board of Estimates meeting. We understand that Rudolph's has submitted a rebuttal to the MyOfficeProducts bid protest, and this supplemental protest raises several protest grounds in addition to those we asserted in our original protest. Permitting the postponement will allow us to prepare and to properly represent MyOfficeProducts interests. Since the recommended awardee, Rudolph's, is also the incumbent, Rudolph's will not be unfairly prejudiced by a one-week postponement. Accordingly, we respectfully request a postponement of the vote on this contract until August 19 2015.

July 28, 2015  
Page 6

Please do not hesitate to contact me if you have any questions or concerns.

Thank you for your attention to this matter.

Sincerely,

*Thurman W. Zollicoffer Sr / HAS*  
Thurman W. Zollicoffer, Jr.



## **Rebuttal to Whiteford, Taylor & Preston L.L.P. Protest on Behalf of My Office Products**

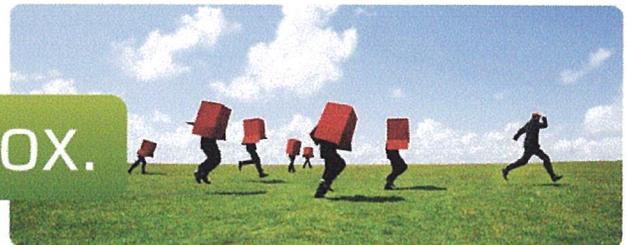
**Solicitation # B50004074**

**J.I.T. Office Supplies**

**Copy 1 of 2**

City of Baltimore  
Office of the Comptroller  
Room 204 City Hall  
100 North Holliday Street  
Baltimore, Maryland 21202

**get out of the big box.**



**5020 Campbell Blvd. | Suite C | Baltimore, Maryland 21236  
Woman Owned & Operated | MBE 94-126**

**CONFIDENTIAL**

July 31, 2015

City of Baltimore  
Office of the Comptroller, Room 204 City Hall  
100 North Holliday Street  
Baltimore, MD 21202

Attention: Office of the Comptroller, Board of Estimates

Re: Protest of Solicitation Number B50004074 for J.I.T. Office Supplies  
City of Baltimore  
Department of Finance  
Bureau of Purchases  
Sue Ziegler, Procurement Supervisor

To whom it may concern,

Upon close evaluation of the My Office Products protest to Solicitation Number B50004074 for J.I.T. Office Supplies, Rudolph's Office & Computer Supply, Inc. wishes to present a rebuttal to several points made in the protest letter filed by Whiteford, Taylor & Preston L.L.P. Our rebuttal points are outlined below and we have attached all supporting documentation.

A. My Office Products arguments listed under *II. Rudolph's Proposal Should Have Been Eliminated as Nonresponsive* are invalid.

1. Per the attached, Rudolph's selected that this insurance was currently in place with the City of Baltimore. As you will see on the attached Certificate of Insurance on record with the City of Baltimore, Rudolph's complies with (and exceeds) the Insurance Requirements detailed in the bid. The Umbrella Coverage covers up to \$5,000,000 for each Occurrence and \$5,000,000 Aggregate.
2. Per B-17 SW-Program 4, Employ Baltimore was deemed "none required"; therefore, paperwork was not required. SW-Program 4 Local Hiring was applicable and Rudolph's agreed to these terms in Tab 2 of our Technical Response Submission. See page 4 of Bidder's Qualifications, Section M – Local Hiring. In addition, this information was provided in Tab 10 – Capabilities.
3. Per the MBE form, Rudolph's completed the "Subcontract percentage of contract: 5%." Additionally, according to the Board of Estimates agenda for July 29, 2015, "MWBOO found vendor in compliance."

B. My Office Products arguments listed under *III. The City Should Have Rejected Rudolph's as a Nonresponsible Bidder* are inaccurate.

1. Prince George's County Government remains a customer. See the attached Sales History Report for Prince George's County. The last order date is July 28, 2015 and sales in June were \$146,335.32.
2. First Mariner Bank remains a customer. See the attached Sales History Report for First Mariner Bank. The last order date is July 29, 2015 and sales in June were \$14,500.56.
3. Rudolph's was notified in late June via email that Rudolph's contracts with Prince George's County would not be renewed due to our pending MBE certification with Prince George's County. Prince George's County MBE is granted based on an active MDOT State of Maryland MBE certification and, for this reason, we believed this was sent in error. We responded to Prince George's County with the attached MDOT MBE letter dated March 26, 2015 and explained our position on this matter. We expect to be reinstated shortly and all information submitted at the time of bid submittal was accurate.

4. Rudolph's has held or currently holds desktop delivery contracts with WSSC, Montgomery College, and Prince George's County. See attached for our current contract with WSSC for desktop delivery of multipurpose paper. Rudolph's held the Montgomery College Office Supplies contract from July 1, 2005 through June 30, 2015 (see attached for original contract and last renewal letter). We continue to sell Montgomery College additional product categories as part of our total offering. We have been assured by Prince George's County that all three of our contracts will be reinstated as soon as our Prince George's County MBE is reinstated. See attached for Prince George's County contract information.

As you can see, there is not merit to the protests submitted by Whiteford, Taylor & Preston L.L.P. on behalf of My Office Products and the information provided is inaccurate.

If you have any questions or concerns, please do not hesitate to contact me at 410-931-4150 or censley@rudolphsupply.com.

Sincerely,



Christina Ensley, President  
Rudolph's Office & Computer Supply  
5020 Campbell Boulevard, Ste C  
Baltimore, MD 21236

cc: Sue Ziegler, Procurement Supervisor, Bureau of Purchases



# CERTIFICATE OF LIABILITY INSURANCE

11H  
DATE (MM/DD/YYYY)  
7/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>ATLANTIC INSURANCE GROUP LLC</b> 2331 York Road, Ste 301 Timonium, MD 21093	CONTACT NAME <b>Lisa Cain</b>
	PHONE (A/C, No, Ext): <b>(443) 588-0101</b> FAX (A/C, No): <b>(443) 588-0112</b> E-MAIL ADDRESS: <b>lisac@brookemcdonald.com</b>
INSURED <b>Rudolph's Office &amp; Computer Supply, Inc.</b> 5020 Campbell Blvd., Suite C Baltimore, MD 21236	INSURER (B) AFFORDING COVERAGE <b>Erie Insurance Exchange</b> NAIC# <b>26271</b>
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IS/ TR	TYPE OF INSURANCE	ADBL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Q37 0157975	01/01/15	01/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Q01 0141607	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorists \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>NIL</b>			Q25 0174767	01/01/15	01/01/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Not Insured with our agency			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Personal Property			Q37 0157975	01/01/15	01/01/16	Blanket Business Personal Property \$577,900 Combined Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Mayor and City Council of Baltimore are hereby named as Additional Insured with respect to General Liability coverage. A (45)day written notice of cancellation notice will be provided. The insurance company is prohibited from leading government function in absence of any specific written authority by the City. All phases of work, equipment, persons, et cetera while performing work under contract #: B50001027-J.I.T.

CERTIFICATE HOLDER <b>Mayor and City Council of Baltimore</b> 100 N. Holiday Street Baltimore, MD 21202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Tab 2 H/O  
Rudolph's  
Response

B50004074 – J.I.T. Office Supplies – Due: June 24, 2015

submission shall be submitted in writing to the City Purchasing Agent for written approval before making the requested changes.

**SW30. BALTIMORE CITY'S YOUTH WORKS PROGRAM.** In accordance with Section B.

**SW31. DISCRIMINATION AGAINST SUBCONTRACTORS:**

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

B. Contractor's Supervision.

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

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

**PROGRAMS – SEE APPLICABILITY AND REQUIREMENTS**

**SW-PROGRAM-1. MBE/WBE PARTICIPATION:**

5% MBE and 0% WBE

**SW-PROGRAM-2. LIVING WAGE REQUIREMENT:**

Not Applicable

**SW-PROGRAM-3. BALTIMORE CITY'S YOUTH WORKS PROGRAM:**

None required.

**SW-PROGRAM-4. "EMPLOY BALTIMORE" or "LOCAL HIRING":**

Local Hiring applies.

N/A

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

(1) Bidders shall complete the Employ Baltimore Certification Statement contained in the Bid Document and submit it with their bids. (See section B.)

(2) Within two (2) weeks of receiving the award of a City contract, the contractor shall schedule a meeting with MOED to: (a) assess its employment needs, and (b) discuss other services provided by MOED. If applicable, MOED will then tailor specific hiring and/or training programs to benefit the contractor. The contractor will not receive its first progress payment under the contract, unless and until the said meeting has been scheduled.

(3) Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will

B50004074 – J.I.T. Office Supplies – Due: June 24, 2015

enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.

(4) Each contractor shall submit an Employ Baltimore Employment Report to MOED on June 30th and December 31st during each and every year of its contract, and at the end of the contract, indicating the number of City residents on its payroll. The submission of the Employments Reports as required shall be a condition precedent to the City's release of a final payment or any and all retainage held by the City, pursuant to the contract. (See section B.)

*Applicable*

**B. LOCAL HIRING.** Article 5, Subtitle 27 of the Baltimore City Code, as amended (the "Local Hiring Law") and its rules and regulations apply to contracts and agreements executed by the City on or after the Local Hiring Law's effective date of December 23, 2013. The requirements for the Local Hiring Law are summarized below:

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

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

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

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

**[this section intentionally left blank]**

#### **I. Phone and Fax Numbers**

Rudolph's main office phone number is 410-931-4150; the toll free number is 800-673-8438. Rudolph's fax number is 410-931-4158. All managers, customer service representatives, and support employees have direct lines so they can be reached directly.

#### **J. Maryland State Assessments and Taxation Certificate of Good Standing**

Rudolph's bid response includes a copy of our Certificate of Good Standing from the Maryland State Department of Assessments and Taxation in tab 7 labeled Certificate of Good Standing.

#### **K. SP Richards and United Stationer's Part Numbers**

Rudolph's system has the ability to accept the SP Richard's and United Stationer's part numbers and to point users to stock items.

#### **L. Government to Business Punch-Out**

Rudolph's has worked with the City of Baltimore, the State of Maryland and Anne Arundel Community College to utilize punch-out systems. We receive multiple orders per day from the punch-out sites and deliver directly to the end user the following business day. The punch out system is available 24 hours a day. Rudolph's is prepared to accept orders through the punch-out upon award.

The existing punch-out systems for the City of Baltimore and the State of Maryland use Buy Speed internet links to log into Rudolph's catalog site which is customized to show items and prices available under the contract. Rudolph's system has the ability to restrict or block items not authorized or not environmentally preferred under this contract. All purchase information is automatically imported into Buy Speed via XML and a requisition is created. Anne Arundel Community College uses punch-out software from Unimarket Collaborative Procurement.

#### **M. Local Hiring**

Rudolph's will work with the Mayor's Office of Employment Development to comply with the City of Baltimore's Local Hiring Law, including a meeting with the MOED within two weeks of award to complete an employment analysis and review the workforce plan required for such contract or agreement.



Table -  
11C  
1/2

B50004074 - J.I.T. Office Supplies - Due: June 24, 2015

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

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

**PART A INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3a, 3b and 3f**

Name of Prime Contractor: Rudolph's Office & Computer Supply, Inc.

Name of MBE or WBE (circle one): *Indicate if self-performing.*

Sue-Ann's Office Supply, Inc.

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

Purchase office supplies and toner and provide delivery services

**Materials/Supplies to be furnished by MBE or WBE:**

Purchase office supplies and toner and provide delivery services

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

**Subcontract percentage of total contract:** 5 %  
**(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)**  
African American..... % Asian American... %  
Hispanic American..... % Native American.. %

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

*Maria C. Jones*  
Signature of Prime Contractor (REQUIRED)

6/19/2015  
Date

*Berly A. Wilkin*  
Signature of MBE or WBE (REQUIRED)  
(Leave this line blank if self-performing)

6-19-15  
Date

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

11C 2/2

AGENDA

BOARD OF ESTIMATES

07/29/2015

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

- 1. B50004118, Backhoe With Loader                      Correlli Incorporated                      \$    74,350.00

(Dept. of General Services)

**MWBOO GRANTED A WAIVER.**

- 2. B50004136, One Ton Regular Cab Truck with a Stake Body and Lift Gate                      Kip Killmon Louisa Ford, LLC                      \$    82,000.00

(Dept. of General Services)

**MWBOO GRANTED A WAIVER.**

- 3. B50004119, Regular Cab Truck with an Open Utility Body                      Cowles Ford, Inc.                      \$    81,700.00

(Dept. of General Services)

**MWBOO GRANTED A WAIVER.**

- 4. B50004074, J.I.T. Office Supplies                      Rudolph's Office & Computer Supply, Inc.                      \$9,000,000.00

(City-wide)

**MWBOO SET GOALS AT 5% MBE AND 0% WBE.**

**MBE: Sue Ann's Office Supply, Inc.                      5%**

**MWBOO FOUND VENDOR IN COMPLIANCE.**

**A PROTEST WAS RECEIVED FROM WHITEFORD, TAYLOR AND PRESTON, L.L.P. COUNSEL REPRESENTING MY OFFICE PRODUCTS.**





111 #. Police Dept  
Sales

5020 Campbell Blvd E  
Baltimore, MD 2  
Phone: 410-931--  
Fax: 410-931--  
www.rudolphsupply.

Sales History By Accounts  
Statistics: Sales  
July 1, 2014 to June 30, 2015

Apr May June

July 30, 2

Account #	Accounts	Date of Last Order	Current Sales	Prior Month 1 Sales	Prior Month 2 Sales	Prior Month 3 Sales	YTD Sales	Prior Annual Sales
R2675	PRINCE GEORGE'S CO GOVERNMENT	07/28/2015	\$795,472.63	\$105,302.92	\$91,434.41	\$146,335.32	\$457,500.80	\$876.7
R4948	PRINCE GEORGE'S CO GOVERNMENT	06/30/2015	\$11,739.14	\$380.82	\$12,915.79	\$0.00	\$6,117.74	\$15.7
Total (2):			\$807,211.77	\$105,683.74	\$104,350.20	\$146,335.32	\$463,618.54	\$892,50

Search Criteria: None

Customization Filter: None

Filter Details:

Include : Accounts = PRINCE GEORGES CO GOVERNMENT, PRINCE GEORGES CO GOVERNMENT





III A  
 First Mariner Sales  
 5020 Campbell Blvd  
 Baltimore, MD 21144  
 Phone: 410-931-1111  
 Fax: 410-931-1111  
 www.rudolphsupply.com

Sales History By Accounts  
 Statistics: Sales  
 July 1, 2014 to June 30, 2015

*Apr May June*

July 30, 2015

Account #	Accounts	Date of Last Order	Current Sales	Prior Month 1 Sales	Prior Month 2 Sales	Prior Month 3 Sales	YTD Sales	Prior Annual Sales
R2597	FIRST MARINER BANK	07/29/2015	\$219,841.05	\$20,838.05	\$17,188.35	\$14,800.56	\$117,429.37	\$397,279.00
Total (1):			\$219,841.05	\$20,838.05	\$17,188.35	\$14,800.56	\$117,429.37	\$397,279.00

Search Criteria: None

Customization Filter: None

Filter Details:

Include : Accounts = FIRST MARINER BANK





**Maryland Department of Transportation**  
The Secretary's Office

III A - PG MBE

**Larry Hogan**  
Governor

**Boyd Rutherford**  
Lt. Governor

**Pete K. Rahn**  
Secretary

March 26, 2015

Mai Anh Jones  
5020 Campbell Blvd.  
Suite C  
Baltimore, Maryland 21236

**RE: Rudolph's Office & Computer Supply, Inc. - MDOT Certification Number 94-126**

Ms. Jones:

The above referenced company is certified by the Maryland Department of Transportation's Office of Minority Business Enterprise in the Maryland Minority Business Enterprise program and the United States Department of Transportation Disadvantaged Business Enterprise and Small Business Enterprise programs in the following North American Industry Classification System ("NAICS") Code:

424120 – Stationery and Office Supply Merchant Wholesalers (Specifically: Wholesale of Office and Computer Supplies, Some Office Furniture and Machines)

If you have any questions or concerns please contact the Certification Operations Manager, Monica Crusse at (410) 865 – 1381.

Sincerely,

  
Randy Reynolds

Director

Office of Minority Business Enterprise

My telephone number is \_\_\_\_\_  
Toll Free Number 1-888-713-1414 TTY Users Call Via MD Relay  
7201 Corporate Center Drive, Hanover, Maryland 21076





# Washington Suburban Sanitary Commission

14501 Switzer Lane • Laurel, Maryland 20707-5901

III A - WSSC  
Desktop  
Delivery

COMMISSIONERS  
Omar M. Boulware, Chair  
Hon. Adrienne A. Mandel, Vice Chair  
Gene W. Counihan  
Mary Hopkins-Navies  
Chris Lawson  
Dr. Roscoe M. Moore, Jr.

GENERAL MANAGER  
Jerry N. Johnson

December 23, 2014

**VIA ELECTRONIC MAIL: BONNIE@RUDOLPHSUPPLY.COM**

Ms. Bonnie Rudolph, President  
Rudolph's Office & Computer Supply, Inc.  
5020 Campbell Boulevard, Suite C  
Baltimore, Maryland 21236

Re: Contract Number 6093 for Desktop Delivery of Multipurpose Paper  
Option Year III Renewal

Dear Ms. Rudolph:

The Commission has decided to exercise the third option year of Contract Number 6093 through Master Purchase Order M04719000 for the continuation of Desktop Delivery of Multipurpose Paper. In accordance with Part Three, Clause 8, "Economic Price Adjustment", unit pricing for the option year will be remain the same.

All work completed from December 31, 2014 through December 30, 2015 shall be paid through the listed Master Purchase Order. Please make sure all paperwork/invoices reference this new Master Purchase Order Number.

Thank you for your continued service, support, and interest in the Commission. If you should have any questions or concerns, please feel free to contact me at [Leba.Brown@wsscwater.com](mailto:Leba.Brown@wsscwater.com) (e-mail), 301-206-8799 (phone), or 301-206-8290 (facsimile).

Sincerely,

Leba Brown  
Acquisition Consultant I

LB

cc: Suzette Lewis, Project Manager



OFFICE OF PROCUREMENT

July 2, 2014

Mai Anh Jones, Owner  
Rudolph's Office & Computer Supply, Inc.  
5020 Campbell Boulevard, Suite C  
Baltimore, Maryland 21236

**Re: Contract 505-017, Office Supplies (Contract Renewal #5)**

Dear Ms. Jones,

Thank you for your satisfactory performance under the above-referenced contract. In accordance with the terms of the contract, the College has elected to exercise its option to renew the contract for a fifth and final one-year term. This final one-year extension of the contract will cover July 01, 2014 – June 30, 2015.

If you have any questions regarding the renewal notice, please contact me at 240-567-5288 or [Patrick.johnson@montgomerycollege.edu](mailto:Patrick.johnson@montgomerycollege.edu). Thank you for your continued interest in doing business with Montgomery College.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Johnson', written over a horizontal line.

Patrick Johnson, CPPB  
Director of Procurement

Cc: Cherree Adams



Montgomery  
College

RECEIVED JUN 28 2005

June 27, 2005

Bonnie Rudolph, President  
Rudolph's Office & Computer Supply, Inc.  
5020 Campbell Boulevard  
Suite C  
Baltimore, Maryland 21236

Re: RFB #505-017, Office Supplies (Contract Award Notice)

Dear Ms. Rudolph:

Thank you for responding to RFB #505-017 for Office Supplies. Please be advised that your company has been awarded a contract for the above-mentioned bid solicitation. This contract will commence on July 1, 2005. The initial term of the contract will cover July 1, 2005 through June 30, 2010. In addition, the College wishes to thank you and your staff for providing valuable training to college employees.

If you have any questions, please contact me at 301 279-5288. Thank you for your interest in doing business with Montgomery College, and welcome aboard.

Sincerely,

Patrick Johnson, CPPB  
Senior Purchasing Agent

xc: Janet Wormack, Director of Procurement

Central Administration  
900 Hungerford Drive  
Rockville, MD 20850  
(301) 279-5000

Germantown Campus  
20200 Observation Drive  
Germantown, MD 20878  
(301) 353-7700

Rockville Campus  
51 Mannakee Street  
Rockville, MD 20850  
(301) 279-8000

Takoma Park Campus  
7600 Takoma Avenue  
Takoma Park, MD 20912  
(301) 650-1300

Continuing Education  
51 Mannakee Street  
Rockville, MD 20850  
(301) 279-5188



PRINCE GEORGE'S COUNTY GOVERNMENT  
OFFICE OF CENTRAL SERVICES  
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION  
1400 McCormick Drive, Suite 200  
Largo, Maryland 20774  
(301) 883-6440  
TDD (301) 925-5167

November 18, 2014

Rudolph's Office & Computer Supply  
5020 Campbell Boulevard, Suite C  
Baltimore, MD 21236

Attention: Christina Ensley

The purpose of this letter is to follow-up on the status of the "Office Supplies" contract with Prince George's County Government. The Term Contract on Bid No. \*C09-057 will expire on November 30, 2014. The County is requesting to extend the contract thru April 30, 2015 to allow time for a re-solicitation of the 'Office Supplies" contract, with all terms, conditions, and pricing to remain the same.

As of July 1, 2013, the Jobs First Act (CB-17-2011), became effective and creates County bidding preferences and participation requirements for certified County-based businesses on certain procurement contracts for goods and services with the County. It's purpose is to enhance the County's overall economic development. Please note that Section 10A-161(a)(3) states:

*Any existing procurement contract or agreement for which a County agency or the County government secured competitive bids or proposals, including but not limited to, any procurement contract that was awarded pursuant to Section 10A-112 or Section 10A-113, and including any existing multiyear contract or extended contract, which does not include at least forty percent (40%) certified County-based business participation as prescribed in this Subsection at the time of any contemplated exercise of an option, extension or renewal including automatic extensions or renewals (e.g. "evergreen" contracts or agreements), shall not be renewed or extended. (EFFECTIVE 1/1/14)*

Should you believe your company to be a County-based business, please contact our Supplier Development and Diversity Division, at 301-883-6480 to learn how to become a County Certified Business.

Your signature below will serve as your concurrence with the County to extend the expiration date. In addition, please advise us of any changes or corrections to your business, i.e., name, address, phone numbers and email address, the Tax Identification number on file is 52-1439761.

If you have questions, exceptions or require clarification, I can be reached via e-mail at [vmooreshead@co.pg.md.us](mailto:vmooreshead@co.pg.md.us) or 301-883-6400. Please complete the contractor section below and return both pages by email (*preferred*) or fax to (301) 883-6440.

Regards,

*Vanessa Moorehead*

Vanessa Moorehead, Buyer IV

---

***I concur with extending the above referenced term contract, Bid #\*C09-057 through April 30, 2014, with all terms, conditions, and pricing to remain the same.***

  
\_\_\_\_\_  
*Authorized Signature, Title*      *President*

11/18/2014  
\_\_\_\_\_  
*Date*

Christina Ensley  
\_\_\_\_\_  
*Name Printed*

Censley@rudolphsupply.com  
\_\_\_\_\_  
*Email Address*



PRINCE GEORGE'S COUNTY GOVERNMENT

OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION

1400 McCormick Drive, Room 200
Largo, Maryland 20774
(301) 883-6400 Fax (301) 883-6440

TERM CONTRACT AWARD NOTICE

Date: December 3, 2013

Contract Number: P100531A9057(113014)N

Telephone Number: 1-800-673-8438

ATTN: Christina Ensley (521439761)
Vendor: RUDOLPH'S OFFICE & COMPUTER SUPPLY
5020 Campbell Boulevard, Suite C
Baltimore, MD 21236

Fax Number: 410-931-4158
Email: censley@rudolphsupply.com
TIN: 52-1439761

The following items contained in your offer dated October 22, 2009 in response to bid request number \*C09-057 has been awarded to your company/corporation. Your offer is hereby accepted at the prices and terms stated, subject to all conditions and requirements of the Invitation, advertisements, purchase specifications, warranties, performance bond and other stipulations, if any, which are incorporated herein by reference and any special conditions which are attached hereto, and made a part hereof, if applicable.

Items BID TITLE: Office Supplies discount percentages per the attached cost sheets for Groups I through IV
Or HP Toner Cartridges 30% discount, All Other Toner Cartridges 15% , and Printer Ink Cartridges 15%
Groups

Time for Delivery A/R Days ARO. Terms Net 30 FOB Point Prince George's County, Maryland

Contract Period: From December 1, 2013 Thru November 30, 2014

SUBJECT TO AVAILABILITY OF FUNDS IN EACH SUBSEQUENT FISCAL PERIOD

Authorization to ship materials will be made via: Individual purchase orders, blanket purchase orders, or purchasing cards, as applicable, signed by the County Purchasing Agent or designee.

The County's solicitation documents, your bid/proposal and this notice of acceptance constitute the entire agreement and contract between Prince George's County and your company/corporation.

CONTACT PERSON/USING AGENCY:
County-Wide All Agencies

UM
VM

[Signature]
Prince Georges County, Maryland

Nov. 28, 2013
Date

11-25-13
[Signature]



PRINCE GEORGE'S COUNTY GOVERNMENT

OFFICE OF CENTRAL SERVICES
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION

1400 McCormick Drive, Room 200
Largo, Maryland 20774
(301) 883-6400 Fax (301) 883-6440

TERM CONTRACT AWARD NOTICE

Date: December 4, 2012

Contract Number: P100531A9057(113013)O

Telephone Number: 1-800-673-8438

ATTN: BONNIE RUDOLPH

Vendor: RUDOLPH'S OFFICE & COMPUTER SUPPLY (03571) Fax Number: 410-931-4158
5020 Campbell Boulevard, Suite C TIN: 52-1439761
BALTIMORE, MD 21236

The following items contained in your offer dated October 22, 2009 in response to bid request number \*C09-057 has been awarded to your company/corporation. Your offer is hereby accepted at the prices and terms stated, subject to all conditions and requirements of the Invitation, advertisements, purchase specifications, warranties, performance bond and other stipulations, if any, which are incorporated herein by reference and any special conditions which are attached hereto, and made a part hereof, if applicable.

Items BID TITLE: Office Supplies discount percentages per the attached cost sheets for Groups I through IV
Or HP Toner Cartridges 30%, All Other Toner Cartridges 15%, and Printer Ink Cartridges 15%
Groups

Time for Delivery A/R Days ARO. Terms Net 30 FOB Point Prince George's County, Maryland

Contract Period: From December 1, 2012 Thru November 30, 2013

SUBJECT TO AVAILABILITY OF FUNDS IN EACH SUBSEQUENT FISCAL PERIOD

Authorization to ship materials will be made via: Individual purchase orders, blanket purchase orders, or purchasing cards, as applicable, signed by the County Purchasing Agent or designee.

The County's solicitation documents, your bid/proposal and this notice of acceptance constitute the entire agreement and contract between Prince George's County and your company/corporation.

CONTACT PERSON/USING AGENCY:
All Agencies

Handwritten signature of a representative from Prince Georges County, Maryland

12/4/12
Date

CB



**PRINCE GEORGE'S COUNTY GOVERNMENT  
OFFICE OF CENTRAL SERVICES  
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION**

1400 McCormick Drive, Suite 200  
Largo, Maryland 20774  
(301) 883-6400 Fax (301) 883-6440

**TERM CONTRACT AWARD**

Date: March 17, 2015

SAP Number: 4400000479  
Telephone Number: 410-931-4150  
Fax Number: 410-931-7429  
Email Address: censley@rudolphsupply.com

Vendor: Rudolphs Office & Computer Supply Inc. 1000000614  
5020 Campbell Blvd, Suite C  
Baltimore, MD 21236

A contract for provision of the item(s) identified below and contained in your offer dated January 15, 2013 in response to bid request number \*S13-026 is awarded to your company/corporation. Your offer is hereby accepted at the prices and terms stated, subject to all conditions and requirements of the Invitation for Bids, advertisements, purchase specifications, warranties, performance bond and other stipulations, if any, which are incorporated herein by reference and any special conditions which are attached hereto, and made a part hereof, if applicable.

Bid Title: Furniture

Items discount percentages per the attached cost sheets for Groups 1 through 5  
or  
Groups \_\_\_\_\_

Time for Delivery AR Days Terms N30 FOB Point Prince George's County, Maryland

Contract Period: From February 15, 2015 Thru February 14, 2016 2  
Option Years Remaining

**SUBJECT TO AVAILABILITY OF FUNDS IN EACH SUBSEQUENT FISCAL PERIOD**

Authorization to ship materials will be made via: Individual purchase orders, blanket purchase orders, or purchasing cards, as applicable, signed by the County Purchasing Agent or designee.

The County's solicitation documents, include the Invitation for Bids, Special Instructions, Addendums and all other documents issued in connection therewith your bid/proposal and this notice of acceptance constitute the entire agreement and contract between Prince George's County and your company/corporation.

Vendor Name: Rudolph's Office & Computer Supply, Inc. Prince George's County, Maryland  
By: [Signature] By: \_\_\_\_\_  
Print Name/Title: Christina Ensley, President Print Name/Title: \_\_\_\_\_  
Date: March 17, 2015

Buyer/aide initials: VM



**PRINCE GEORGE'S COUNTY GOVERNMENT**

**OFFICE OF CENTRAL SERVICES  
CONTRACT ADMINISTRATION AND PROCUREMENT DIVISION**

1400 McCormick Drive, Room 200  
Largo, Maryland 20774  
(301) 883-6400 Fax (301) 883-6440

**TERM CONTRACT AWARD NOTICE**

Date: June 18, 2014

Contract Number: P132135K13040(043015)O

Telephone Number: 410-931-4150

ATTN: CHRISTINA ENSLEY

Vendor: RUDOLPH'S OFFICE & COMPUTER SUPPLY, INC  
5020 CAMPBELL BLVD, SUITE C  
BALTIMORE, MD 21236

Fax Number: 410-931-7429  
TIN: 52-1439761  
EMAIL: censley@rudolphsupply.com

The following items contained in your offer dated March 19, 2013 in response to bid request number \*S13-040 has been awarded to your company/corporation. Your offer is hereby accepted at the prices and terms stated, subject to all conditions and requirements of the Invitation, advertisements, purchase specifications, warranties, performance bond and other stipulations, if any, which are incorporated herein by reference and any special conditions which are attached hereto, and made a part hereof, if applicable.

Items BID TITLE: PROMOTIONAL PRODUCTS

Or DISCOUNT ON TOTAL COST: PLEASE SEE ATTACHED FOR PERCENT OFF

Groups \_\_\_\_\_

Time for Delivery A/R Days ARO. Terms Net 30 FOB Point Prince George's County, Maryland

Contract Period: From May 01, 2014 Thru April 30, 2015

**SUBJECT TO AVAILABILITY OF FUNDS IN EACH SUBSEQUENT FISCAL PERIOD**

Authorization to ship materials will be made via: Individual purchase orders, blanket purchase orders, or purchasing cards, as applicable, signed by the County Purchasing Agent or designee.

The County's solicitation documents, your bid/proposal and this notice of acceptance constitute the entire agreement and contract between Prince George's County and your company/corporation.

CONTACT PERSON/USING AGENCY:

COUNTYWIDE

[Signature]  
Prince George's County, Maryland

June 18, 2014  
Date

VM  
VM/bc

**MINUTES****TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>Baltimore City Police Department</u>			
1. Robert Elkner	Certified Fraud Examiners Exam Review Course Washington, D.C. Sept. 21 - 24, 2015 (Reg. Fee \$2,195.00)	US Secret Service/ Dept. of Homeland Security	\$3,074.00

The registration fee was prepaid using a City procurement card issued to Tribhuvan Thacker. The disbursement to Mr. Elkner is \$879.00.

2. Todd Ring	Tactical Bomb Technician Course By FBI Phoenix, AZ Aug. 30 - Sept. 12, 2015 (Reg. Fee \$0.00)		\$ 0.00
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No costs incurred by the City; all costs are incurred by the Federal Bureau of Investigation.

Department of Public Works - Customer Support and Services

3. Jennifer Ludwig*	Water Customer Care Forum (WCCF) Phoenix, AZ Sept. 16 - 18, 2015 (Reg. Fee \$100.00)*	Water Utility Fund	\$1,726.01
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The airfare in the amount of \$385.99 for Ms. Ludwig was prepaid on a City-issued procurement card assigned to Ms. Tianna Haines. The registration fee in the amount of \$100.00 for Ms. Ludwig was prepaid by EA 000171340.

**MINUTES****TRAVEL REIMBURSEMENTS**

<u>Name</u>	<u>To Attend</u>	<u>Fund Source</u>	<u>Amount</u>
<u>DPW - Customer Support and Services - cont'd</u>			
<p>The airfare for Ms. Moore-Jackson in the amount of \$396.00 was prepaid on a City-issued procurement card assigned to Ms. Tianna Haines. Because Ms. Moore-Jackson is a member of the WCCF, the registration fee was waived. The amount of funds to be disbursed to each attendee is \$440.01.</p>			
<u>Office of the President</u>			
4. Bernard C. "Jack" Young Carolyn Blakeney	National Association of Counties 2015 National Annual Conference and Exposition (NACO) Charlotte, NC July 10 - 13, 2015 (Reg. Fee \$515.00 ea.)	Elected Official Expense Account	\$ 542.20

Mr. Young and Ms. Blakeney attended the NACO Annual Conference and Exhibition in Charlotte, North Carolina on July 10 - 13, 2015, which was approved for each in the amount of \$1,466.25. Included in the approved amount was the cost of airfare in the amount of \$221.50 each, which was prepaid on a City-issued procurement card assigned to Mr. Hosea Chew.

The expenses for Mr. Young and Ms. Blakeney exceeded the amount approved by the Board because their return flights on Southwest Airlines were cancelled because of weather related issues and there were no available flights with the same airline on that day. Each attendee then purchased a one-way ticket for the return flight on United Airways, for the amount of \$223.60, at their own expense. Additional costs were also incurred in the amount of \$35.00 each for U.S.

**MINUTES****TRAVEL REIMBURSEMENTS** - cont'd

Airways ticketing fee. Ms. Blakney also incurred the costs of the U.S. Airways baggage fee in the amount of \$25.00. A refund of \$105.00 for each attendee will be returned to the City-issued procurement card assigned to Hosea Chew. The requested reimbursements are as follows:

**REIMBURSEMENT TO BERNARD C. "JACK" YOUNG**

\$223.60 - United Airways (one-way return ticket)  
 35.00 - United Airways ticketing fee  
\$258.60 - **TOTAL**

**REIMBURSEMENT TO CAROLYN BLAKENEY**

\$223.60 - United Airways (one-way return ticket)  
 35.00 - United Airways ticketing fee  
 25.00 - United Airways baggage fee  
\$283.60 - **TOTAL**

- |    |                                  |   |                                |           |
|----|----------------------------------|---|--------------------------------|-----------|
| 5. | Helen Holton<br>Sharon Middleton | National<br>Association of<br>Counties 2015<br>National Annual<br>Conference and<br>Exposition (NACO)<br>Charlotte, NC<br>July 10 - 14, 2015<br>(Reg. Fee \$490.00 ea.) | Elected<br>Official<br>Expense | \$ 396.20 |
|----|----------------------------------|---|--------------------------------|-----------|

Ms. Holton and Ms. Middleton attended the NACO Annual Conference and Exhibition in Charlotte, North Carolina on July 10 - 13, 2015. Their return flights on July 14, 2015 on Southwest Airlines were cancelled because of weather related issues and there were no available flights with the same airline. Each attendee purchased a one-way ticket for the return flight on United Airways, for the amount of \$223.60, at their own expense.

**MINUTES****TRAVEL REIMBURSEMENTS** - cont'd

Additional costs were also incurred in the amount of \$35.00 each for U.S. Airways ticketing fee as well as U.S. Airways baggage fees. Each attendee received a refund of \$101.00 from Southwest Airlines. The reimbursements are as follows:

**REIMBURSEMENT TO HELEN HOLTON**

\$ 223.60	- United Airways (one-way return ticket)
35.00	- United Airways ticketing fee
60.00	- United Airways baggage fees
<u>(101.00)</u>	- Southwest Airlines refund
<b>\$ 217.60</b>	<b>- TOTAL</b>

**REIMBURSEMENT TO SHARON MIDDLETON**

\$ 223.60	- United Airways (one-way return ticket)
35.00	- United Airways ticketing fee
25.00	- United Airways baggage fee
<u>(105.00)</u>	- Southwest Airlines refund
<b>\$ 178.60</b>	<b>- TOTAL</b>

**Baltimore City Police Department**

6.	Caroline Sturgis	26 <sup>th</sup> Annual Major Cities Chief's Police Financial Manger's Conference Portland, OR Sept. 20 - 24, 2015 (Reg. Fee \$575.00)	General Fund	\$2,236.72
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The registration fee was prepaid using a city procurement card issued to Tribhuvan Thacker. An extra \$50.00 is being requested for luggage. The subsistence rate for this area is \$203.00 per day. The Hotel rate is \$194.00 per night, plus a 14.5% per night hotel tax. The Department is requesting additional subsistence in the amount of \$124.00 to cover the cost of food and incidental expenses. The disbursement to Ms. Sturgis is \$1,661.72.

**MINUTES****TRAVEL REQUESTS AND TRAVEL REIMBURSEMENTS** - cont'd

UPON MOTION duly made and seconded, the Board approved and the travel requests and the travel reimbursements. The President **ABSTAINED** on item nos. 4 and 5.

**MINUTES****PROPOSALS AND SPECIFICATIONS**

1. Department of Transportation - TR10318, Rehabilitation of Roadways Around East Baltimore Life Science Park, Phase 2A  
**BIDS TO BE RECV'D: 10/07/2015**  
**BIDS TO BE OPENED: 10/07/2015**
  
2. Department of Public Works/  
Department of Recreation and  
Parks - RP 15824, FY'15 Playground and Court Improvements  
**BIDS TO BE RECV'D: 09/30/2015**  
**BIDS TO BE OPENED: 09/30/2015**

There being no objections, the Board, UPON MOTION duly made and seconded, approved the Proposals and Specifications to be advertised for receipt and opening of bids on the dates indicated.

## MINUTES

**A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART FOR ALL ITEMS ON THE AGENDA.**

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.

## Kim A. Trueheart

August 18, 2015

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 various boards, commissions, agencies and departments of the Baltimore City municipal government.

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

1. Whom you represent: Self
2. What the issues are:
  - a. Pages 1 - 77, City Council President and members of the Board of Estimates, BOE Agenda dated August 19, 2015, if acted upon:
    - i. The proceedings of this board often renew business agreements without benefit of clear measures of effectiveness to validate the board's decision to continue funding the provider of the city service being procured;
    - ii. The Baltimore City School Board of Commissioners routinely requires submissions for board consideration to include details of the provider's success in meeting the objectives and/or desired outcomes delineated in the previously awarded agreement;
    - iii. The members of this board continue to fail to provide good stewardship of taxpayers' funds as noted by the lack of concrete justification to substantiate approval of actions presented in each weekly agenda;
    - iv. This board should immediately adjust the board's policy to ensure submissions to the board include measures of effectiveness in each instance where taxpayer funds have already been expended for city services;
    - v. In the interest of promoting greater transparency with the public this board should willing begin to include in the weekly agenda more details which it discusses in closed sessions without benefit of public participation.

Email: [kimtrueheart@gmail.com](mailto:kimtrueheart@gmail.com)

5519 Belleville Ave  
Baltimore, MD 21207

vi. Lastly this board should explain to the public how, without violating the open meeting act, a consent agenda is published outlining the protocols for each week's meeting prior to the board opening its public meeting.

3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed what appears to be a significant dearth in responsible and accountable leadership, management and cogent decision making within the various agencies and departments of the Baltimore City municipal government which potentially cost myself and my fellow citizens excessive amounts of money in cost over-runs and wasteful spending.

4. Remedy I desire: The Board of Estimates should immediately direct each agency to include measures of effectiveness in any future submissions for the board's consideration.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on August 19, 2015.

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

MINUTES

President: "There being no more business before the Board, the meeting will recess until bid opening at 12 noon. Thank you."

\* \* \* \* \*

## 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.

Department of Public Works - SC 937, Improvements to Sanitary Sewers in HR07A and along Chesterfield Ave. in Herring Run Sewershed  
**BIDS TO BE RECV'D: 08/26/2015**  
**BIDS TO BE OPENED: 08/26/2105**

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

Department of Public Works - SC 887R, SC No. 887R, Upgrade of the SCADA System for the Pumping and Metering Stations

Optimum Controls Corporation

MINUTES

Department of Public Works/- Department of Recreation & Parks	RP 15816, Cylburn Arboretum <u>Formal Garden Improvements</u>
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Trionfo Builders, Inc.  
 DSM Properties, LLC  
 P. Flanigan & Sons, Inc.  
 Allied Contractors, Inc.

<u>Bureau of Purchases</u>	- B50003904, Health Care Consultant and Actuarial <u>Services (Technical Opening)</u>
----------------------------	---

Segal Consulting  
 Kennedy & Rand Consulting, Inc.  
 dba PRM Consulting Group  
 AON Hewitt  
 Hay Group

<u>Bureau of Purchases</u>	- B50004161, Various Trophies <u>and Awards</u>
----------------------------	--

Allogram  
 MTM Recognition  
 Lamb Awards and Engraving  
 Lawrence A. Beck Co.

\* \* \* \* \*

There being no objections, the Board UPON MOTION duly made and seconded, the Board adjourned until its next regularly scheduled meeting on Wednesday, August 26, 2015.

  
 JOAN M. PRATT  
 Secretary