BOARD OF ESTIMATES **November 7, 2012**

MINUTES

REGULAR MEETING

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

Deputy Comptroller: "Good morning. It's now approximately 8:45 a.m. As the City offices were closed yesterday the deadline for extending bid protests is to 8:45 a.m. this morning. I'd like to ask is there any one currently in the room who has a bid protest that he or she has not yet filed, but would like to present to the Board. Thank you. No answer."

* * * * * * * *

The meeting was called to order by the President.

President: "I will direct the Board members attention to the memorandum from my office dated November 5, 2012, identifying matters to be considered as routine agenda items, together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a motion to approve all of the

items contained on the routine agenda."

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

Comptroller: "Second."

President: "All those in favor say 'AYE'. All opposed 'NAY'. The Motion carries. The routine agenda has been adopted."

MINUTES

BOARDS AND COMMISSIONS

1. Prequalification of Contractors

In accordance with the Rules for Qualification of Contractors, as amended by the Board on October 30, 1991, the following contractors are recommended:

Archer Western Contractors, LLC	$	2,868,471,000.00
Colt Insulation, Inc.	$	504,000.00
Controlled Demolition, Inc.	$	8,000,000.00
Daisy Concrete, Inc. of Maryland Work Capacity Rating Underwritten by Blanket Guarantee of $20,000,000.00 from the Parent Corporation Daisy Construction Company	$	20,000,000.00
ESCO Technologies, Inc. d/b/a Aclara Technologies, Inc.	$	145,700,000.00
Mark-Lang, Inc.	$	1,500,000.00
Moisture Proof & Masonry, Inc.	$	2,565,000.00
Retro Environmental, Inc.	$	8,000,000.00

2. Prequalification of Architects and Engineers

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

Burdette, Koehler, Murphy & Associates, Inc.	Engineer

MINUTES

BOARDS AND COMMISSIONS – cont'd

So-Deep, Inc.	Engineer Property Line Survey
Snider, Blanchard & Associates, Inc. d/b/a/ Snider & Associates	Land Survey

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

MINUTES

CITY COUNCIL BILL:

12-0090 – An ordinance concerning City Property - Grant of Easements for the purpose of authorizing the Mayor and City Council of Baltimore to grant 3 perpetual easements for the benefit of Mt. Vernon Mill, LLC, its successors and assigns, across the Jones Falls in the area between the properties known as 3000 and 3030 Falls Road (Block 3500, Lots 1 and 3) for the purpose of (1) installing and maintaining a pedestrian footbridge over the property (Jones Falls) that is required by the City of Baltimore as a second means of egress from the building at 3030 Falls Road, (2) permitting the continuation of an existing footbridge and the maintenance of it over the property (Jones Falls) that was originally constructed in 1918, and (3) allowing certain existing piers located in the property (Jones Falls) that support the structure at 3000 Falls Road and allowing the portion of the structure that extends into the property (Jones Falls); and providing for a special effective date.

ALL REPORTS RECEIVED WERE FAVORABLE.

UPON MOTION duly made and seconded, the Board approved Bill No. 12-0090 and directed that the bill be returned to the City Council with the recommendation that it also be approved and passed by that Honorable Body. The President **ABSTAINED.**

MINUTES

TRANSFERS OF FUNDS

* * * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following page:

4449

SUBJECT to receipt of a favorable report

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES

TRANSFER OF FUNDS

	AMOUNT	FROM ACCOUNT/S	TO ACCOUNT/S
Department of Transportation			
1.	**$ 50,000.00** 23rd EDL	9952-905034-9511 Constr. Reserve - Pedestrian Lighting	9952-906044-9510-2 Contingency Street Lighting Historic District - TR10310

This transfer will cover the costs associated with BD# 34062, Task No. 7, Project No. 1161, for "Baltimore City Pedestrian Lighting," On-Call Construction Project Management Services with Whitman, Requardt & Associates.

BOARD OF ESTIMATES **11/07/2012**

MINUTES

Office of the Labor Commissioner – Health and Prescription Drug Plan Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Health and Prescription Drug Plan Agreement with the Fraternal Order of Police, IAFF, Local 734 Fire Fighters, IAFF, Local 964 Fire Officers, City Union of Baltimore (CUB), and AFSCME, Council 67 Locals 44, 558, and 2202. The City's obligation to the Managerial and Professional Society is to meet and confer, but MAPS was invited to participate in the discussion regarding the new health plan structure.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Labor Commissioner negotiated a new Health and Prescription Drug Plan agreement on behalf of the Mayor and City Council of Baltimore. The submitted agreement, which was drafted by attorneys representing the City of Baltimore and the Unions, reflects those terms and conditions agreed to. Effective January 1, 2013, employees will participate in a new health and prescription drug plan structure that offers various plan tiers.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Health and Prescription Drug Plan Agreement with the Fraternal Order of Police, IAFF, Local 734 Fire Fighters, IAFF, Local 964 Fire Officers, City Union of

Office of the Labor Commissioner – cont'd

Baltimore, and AFSCME, Council 67 Locals 44, 558, and 2202. The City's obligation to the Managerial and Professional Society is to meet and confer, but MAPS was invited to participate in the discussion regarding the new health plan structure.

MINUTES

Office of the Labor Commissioner – Increase in Grievance Settlement Authority

ACTION REQUESTED OF B/E:

The Board is requested to increase the grievance settlement authority of the Office of the Labor Commissioner from $5,000.00 to $10,000.00.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Office of the Labor Commissioner has the authority to settle grievances and compensate employees for back wages to a maximum of $5,000.00. The $5,000.00 threshold has been effective since Board of Estimates approval in May 1992. The wages of City employees have increased since 1992 and most settlements far exceed the $5,000.00 limit. With the increase in authorization to $10,000.00, the Office of the Labor Commissioner can expedite the payment of back wages to employees.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved the increase of the grievance settlement authority of the Office of the Labor Commissioner from $5,000.00 to $10,000.00.

BOARD OF ESTIMATES **11/07/2012**

MINUTES

Police Department – Payment of Back Salary

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize payments of back salary to Mr. Daniel J. Harper, Sr. The back pay represents the amount of salary that the Mr. Harper would have earned for the period January 5, 2012 through August 14, 2012 less other salary he earned during that time period.

AMOUNT OF MONEY AND SOURCE:

$9,471.34 – 1001-000000-2041-195500-601062

BACKGROUND/EXPLANATION:

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. Harper 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 payments of back salary to Mr. Daniel J. Harper, Sr. The back pay represents the amount of salary that Mr. Harper would have earned for the period January 5, 2012 through August 14, 2012 less other salary he earned during that time period.

MINUTES

Police Department – Expenditure of Funds

The Board is requested to approve and authorize an expenditure of funds to pay the various vendors for costs associated with the memorial service of Mr. Forrest E. Taylor, an honored member of the Police Department who perished in the line of duty.

1. **SINGLETON FUNERAL & CREMATION SERVICES** $11,122.54

   Singleton Funeral & Cremation Services will be paid for costs associated with the memorial services that were held on August 30, 2012.

Account: 1001-000000-2041-196400-603050

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

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

UPON MOTION duly made and seconded, the Board approved and authorized the expenditure of funds to pay the various vendors for costs associated with the memorial service of Mr. Forrest E. Taylor, an honored member of the Police Department who perished in the line of duty.

MINUTES

Police Department – Grant Award, Acceptance of Reimbursement, and Grant Adjustment Notification

The Board is requested to approve and authorize acceptance of a grant award, reimbursement, and grant adjustment notification. The period of the agreement is July 1, 2012 to June 30, 2013.

GRANT AWARD

1. **GOVERNOR'S OFFICE OF CRIME CONTROL AND PREVENTION (GOCCP)/NEIGHBORHOOD COMMUNITY POLICING PROGRAM** **$1,974,000.00**

   Account: 5000-511413-2042-662900-600005

   The Neighborhood Community Policing Program is a partnership between the Police Department and Community stakeholders aimed at increasing the trust and communication between the Police Department and the community. Officers within the Department's nine police districts will collaborate with the community advocates to resolve neighborhood problems, and strengthen the following programs: Block Watch, Citizens on Patrol, and Operation Crime Watch. The grant funds provide salary, overtime, and fringe benefits for the full-time Neighborhood Service Officers.

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

REIMBURSEMENT

2. **STATE OF MARYLAND, DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS)/SEX OFFENDER REGISTRY AND COMPLIANCE AGREEMENT REIMBURSEMENT** **$ 328,600.00**

   Account: 5000-599613-2021-212700-600000

   The DPSCS is mandated under Criminal Procedure Article subsection 11-713(3) and (4), and under COMAR 12.06.01.17 to reimburse each local law enforcement unit annually for

Kim A. Trueheart

November 6, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of questionable management and administration by the Baltimore City Police Department (BCPD).

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 10, Item #1, Baltimore City Police Department (BCPD) – "Expenditure of Funds", if approved:
        i. Please clarify whether this expenditure facilitated "the memorial service" or a funeral service as well?
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed questionable management and stewardship of municipal funds by this Mayoral administration and BCPD. I seek a reasonable amount of results-oriented stewardship of scarce tax-payer funds which currently does not appear to exist. Smart money management seems to elude this Mayoral administration and the lack of checks and balances in oversight and auditing of municipal expenditures harms rather than serves the public good.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on November 7, 2012.

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

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

Police Department – cont'd

processing registration statements, fingerprints, photographs, and for performing community notification requirements. The rate for reimbursement is $200.00 per sexual offender registration; with 1,481 active registrants for this reimbursement. The DPSCS has determined the total amount for the reimbursement to be $328,600.00 for the period of July 1, 2011 through June 30, 2012.

AUDITS REVIEWED AND HAD NO OBJECTION.

GRANT ADJUSTMENT NOTIFICATION (GAN)

3. **UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, AND BUREAU OF JUSTICE ASSISTANCE** **$0.00**

On December 8, 2010, the Board approved acceptance of the original grant award agreement for the 2010 Baltimore Police Department Gun Violence Reduction Strategy. The grant provides funds to enhance monitoring and supervision of gun offenders. This GAN is a no-cost extension of the 2010 Smart Policing: Evidence-Based Law Enforcement Initiative, for the Baltimore Police Department Gun Violence Reduction Strategy. This GAN will extend the period of the award through December 31, 2012. All other terms and conditions of the original grant award agreement will remain the same.

AUDITS NOTED THIS NO-COST TIME EXTENSION.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized acceptance of the grant award, reimbursement, and grant adjustment notification.

MINUTES

Mayor's Office of Human Services (MOHS) – Grant Agreements

The Board is requested to approve and authorize execution of the various grant agreements. The period of the agreement is July 1, 2012 through June 30, 2013, unless otherwise indicated.

AGREEMENTS

1. **FAMILY AND CHILDREN'S SERVICES OF CENTRAL MARYLAND, INC.** **$71,390.00**

   Account: 4000-490913-3573-333668-603051

   The organization will Operate a home-based services program and provide comprehensive case management services for 20 families dealing with HIV/AIDS. The services will include but are not limited to counseling, advocacy, skill development, financial assistance for emergency housing and utilities, transportation, food, and clothing.

   MWBOO GRANTED A WAIVER.

2. **GOVANS ECUMENICAL DEVELOPMENT CORPORATION** **$40,037.00**

   Account: 4000-490913-3573-333650-603051

   The organization will provide services to 25 people living with HIV/AIDS and/or other disabilities in order to move them from homelessness to permanent housing and to maintain housing status through coordination of housing assistance to short-term rent, utility and other emergency financial assistance, and case management.

3. **PATRICK ALLISON HOUSE, INC.** **$29,250.00**

   Account: 5000-529113-3572-333727-603051

   The organization will provide housing and services to eight homeless men of Baltimore City. The funds will be used to offset the costs of providing services, which include but are not limited to life skills education, counseling, employability training, linking residents to required services, and on-site staff.

MOHS – cont'd

4. **UNITED MINISTRIES, INC.** **$16,014.00**

Account: 5000-529113-3572-333760-603051

The organization will provide 17 transitional shelter beds to formerly homeless men of Baltimore City. The funds will be used to offset the cost of providing services, which include but are not limited to case management, Operational costs, and safe and affordable housing.

5. **WOMEN ACCEPTING RESPONSIBILITY, INC.** **$56,137.00**

Account: 4000-496312-3573-591247-603051

The organization will provide tenant-based housing and supportive services to four clients. The clients will receive monthly rental subsidies, security deposits and/or payment for damage to property (if applicable). The period of the agreement is August 1, 2012 through July 31, 2013.

MWBOO GRANTED A WAIVER.

The grant agreements are late because of the delays at the administrative level.

AUDITS REVIEWED AND HAD NO OBJECTION.

MOHS – cont'd

AMENDMENT No. 1 TO AGREEMENT

6. **PROJECT PLASE, INC.** $0.00

On May 16, 2012, the Board approved the original agreement that awarded $800,000.00 in Housing Opportunities for People with Aids Federal funding from the U.S. Department of Housing and Urban Development to Project PLASE, Inc. located at 1814 Maryland Avenue, Baltimore, MD 21202. The funds are to be used by the organization to acquire 60,000 square feet of space located at 3601 Old Frederick Road, Baltimore, MD 21229 that will be used to provide 60 transitional housing units and 30 permanent housing units.

This amendment edits the language of the approved agreement in Section III.B. of Article III of the original agreement "Disbursement" to read as; Subject to the requirements of Section I.D. supra, MOHS will make payments to sponsor in order for the sponsor to acquire and develop the property. The MOHS will electronically disburse the grant to the title company designated by the sponsor in order for the title company to hold the grant in escrow for settlement of the purchase of the property and other approved expenses of the sponsor listed in the budget.

AUDITS NOTED THE AMENDMENT.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the various grant agreements.

MINUTES

Department of General Services – Minor Privilege Permit Applications

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

	LOCATION	APPLICANT	PRIVILEGE/SIZE
1.	1133 S. Charles St.	Green Door Properties, LLC	Retain cornice sign 8′ x 1½′
	Annual charge: $35.20		
2.	20 E. Preston Street	Phillip J. Quick	One set of steps
	Flat charge: $35.20		
3.	301 N. Howard Street	Homa Ravanbakhsh	Two single face electric signs 13.45′ x 2′ each, one double face electric sign 2′ x 2′
	Annual charge: $386.40		
4.	3802 Eastern Avenue	Georgette Stavrakas	Retain awning w/signage 15′ x 2′
	Annual charge: $105.50		
5.	3804 Eastern Avenue	Yonas Negash	Retain awning w/signage 15′x 2′
	Annual charge: $105.50		

DGS – cont'd

	LOCATION	APPLICANT	PRIVILEGE/SIZE
6.	236 S. High Street	236 S. High Street, LLC	Retain four awnings three @ 10½' x 2.5', one @ 10' x 4.25', one single face electric sign 11' x 2', one double face electric sign 3' x 3' four lights
	Annual charge: $511.15		
7.	1815 Pennsylvania Ave.	JJ Powernet, Inc.	Retain single face electric sign 9' x 2'
	Annual charge: $70.30		
8.	710 S. Central Avenue k/a 1000 Lancaster Street	Harbor East Development, LLC	One single face electric sign 21.46' x 17", one double face electric sign 3' x 18"
	Annual charge: $210.90		

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

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

MINUTES

Department of General Services - Amendment No. 1 to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize an amendment no. 1 to agreement with A Step Forward, Inc. This amendment no. 1 to agreement extends the period of the agreement through November 30, 2012.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On June 8, 2011 the Board approved an agreement with A Step Forward, Inc. to perform energy upgrades and retrofits to their facilities. Communications between the non-profit and the Department lapsed, and the non-profit continued work past the contract expiration date. In order to reimburse, the contractor for the awarded energy retrofits to A Step Forward, Inc.'s facilities, the Department requests a time extension through November 30, 2012.

AUDITS NOTED THE TIME EXTENSION

UPON MOTION duly made and seconded, the Board approved and authorized amendment no. 1 to agreement with A Step Forward, Inc.

MINUTES

EXTRA WORK ORDER

* * * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Order

listed on the following page:

4464

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

MINUTES

EXTRA WORK ORDER

Contract Awd. Amt.	Prev. Apprvd. Extra Work	Contractor	Time Ext.	% Compl.
Department of Transportation				
1. EWO #003, $0.00 – TR 09303, Rehabilitation of W. Baltimore Trail & Implementation of Pedestrian Improvements: Edmondson Avenue and North Pulaski Highway				
$481,497.00	$46,314.09	Machado Construction Co., Inc.	75	-

This authorization is to provide for a 75-day non-compensable time extension required to address vault complications at Saratoga and Pulaski Streets and Edmondson Avenue and Pulaski Street.

MINUTES

TRAVEL REQUESTS

Health Department

	Name	To Attend	Fund Source	Amount
1.	Gloria Valentine	Zero to Three - 27th National Training Institute Los Angeles, CA Nov. 27 – Dec. 2, 2012 (Reg. Fee $839.00)	Federal Funds	$2,775.45

The subsistence rate for this location is $196.00 per day. The hotel rate is $209.00 per night not including occupancy taxes in the amount of $32.65 per night. The Department is requesting an additional $13.00 per day to cover the cost of the hotel as well as $40.00 per day for meals and incidental expenses. Ms. Valentine is requesting to stay an additional night because the conference is finishing late and the most convenient flight is the following day. In addition, the Department is requesting an additional $25.00 per flight for an airline baggage fee. The Department has prepaid the registration in the amount of $839.00 on EA000105214. The disbursement to Ms. Valentine is in the amount of $1,936.45.

UPON MOTION duly made and seconded, the Board approved the travel request.

MINUTES

Health Department – Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2012 through June 30, 2013, unless otherwise indicated.

1. **IT TAKES A VILLAGE FOUNDATION, CORP. $ 21,090.00**

   Account: 4000-497313-3041-688201-603051

   It Takes A Village Foundation, Corp., will serve as administrative agent of the Baltimore City Cancer Coalition and work with the Department to promote and increase awareness of cancer prevention and screening.

   The agreement is late because the Department was waiting for the provider to submit proof of applicable insurance coverage.

2. **KENNEDY KRIEGER INSTITUTE, INC. $ 6,300.00**

   Account: 4000-428213-3080-294300-603051

   The organization will coordinate their services with the Infants and Toddlers Program to provide screenings, evaluations and therapy in the areas of occupational therapy, speech language pathology and physical therapy. The evaluations are provided at a rate of $175.00 per session for a maximum of 36 sessions.

   The agreement is late because it was just returned from the provider.

Health Dept. – cont'd

3. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **$71,670.00**

Account: 4000-425613-3023-599604-603051

The JHU will provide comprehensive health services to HIV infected women during pregnancy to minimize the risk of mother to child transmission of HIV to the infant with antiretroviral therapy while maintaining optimal health outcomes for the mother during and after pregnancy.

The agreement is late because the Infectious Disease and Environmental Health Administration (IDEHA) programmatically manages Ryan White Part D services. The providers are asked to submit a budget, budget narrative and scope of services. The BCHD thoroughly reviews the entire package before preparing a contract and submitting it to the Board of Estimates. These budgets are often times revised because of inadequate information from the providers. The review process is required to comply with the grant requirements.

MWBOO GRANTED A WAIVER.

4. **SHANI AGAR** **$ 0.00**

This Educational Benefits Agreement with Ms. Agar, a School Health Aide, is in accordance with the Memorandum of Understanding between the City and the American Federation

Health Dept. – cont'd

of State, County and Municipal Employees (AFSCME), Council 67 and Local 44, Article 25. The MOU makes available to full-time staff, with a minimum of two years continuous service within the Health Department, certain education benefits, including work study and/or tuition reimbursement.

Ms. Agar has applied for the Department's Work Study Program and is attending the Baltimore City Community College RN/Nursing Program. The period of the agreement is August 27, 2012 through December 16, 2012.

The request is late because the Department received the request on August 1, 2012.

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 various agreements. The President **ABSTAINED** on item no. 3.

MINUTES

Health Department – Grant Adjustment Notice No. 13

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of grant adjustment notice (GAN) no. 13 to the grant agreement with the Governor's Office of Crime Control and Prevention. The GAN extends the period of the award through December 31, 2012.

AMOUNT OF MONEY AND SOURCE:

No additional funds are associated with this modification.

BACKGROUND/EXPLANATION:

On June 20, 2012, the Board retroactively approved the initial grant award from the GOCCP, Safe Streets for Baltimore, in the amount of $1,000,000.00 for the period of October 1, 2009 through September 30, 2010 and the succeeding GAN nos. 1 - 12. GAN no. 12 extended the project end date through June 30, 2012.

The GAN no. 13 extends the project end date through December 31, 2012 and reduces the budget for advertising by $1,222.08 and increases the amount for education and outreach materials by $1,222.08.

The GAN is late because it was recently received.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE TIME EXTENSION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of grant adjustment notice no. 13 to the grant agreement with the Governor's Office of Crime Control and Prevention.

MINUTES

Health Department – Ratification of Agreement

ACTION REQUESTED OF B/E:

The Board is requested to ratify the Bridges Community Health Worker (CHW) Collaborative agreement with the American Cancer Society (ACS). The Board is also requested to accept payment for the Department's participation in a project with the ACS. The period of the agreement was August 1, 2011 through August 31, 2012.

AMOUNT OF MONEY AND SOURCE:

$1,200.00 – 6000-651912-3041-688200-406001

BACKGROUND/EXPLANATION:

On August 22, 2011, the Department entered into a collaborative agreement with the ACS for the Maryland African American Men's Health Project FY 2011-2012 to increase colorectal cancer screening among African American men through education awareness.

The ACS provided an incentive/payment to the Department for participating. The first incentive payment was $800.00 and the second payment was $400.00, for a total incentive amount of $1,200.00.

The CHW collaborative agreement was not processed for the Board's approval because a former employee signed and returned the agreement to the ACS and it was recently received from the ACS. The Department apologizes for the lateness.

Health Department – cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved ratification of the Bridges Community Health Worker Collaborative agreement with the American Cancer Society. The Board also approved acceptance of the payment for the Department's participation in a project with the ACS.

MINUTES

Health Department – Ratification of Agreement

ACTION REQUESTED OF B/E:

The Board is requested to ratify an agreement with The Family League of Baltimore City, Inc. (FLBC). The period of the agreement is September 6, 2011 through August 31, 2012.

AMOUNT OF MONEY AND SOURCE:

$33,135.00 – 6000-626313-3080-513201-406001

BACKGROUND/EXPLANATION:

On October 25, 2011, the FLBC received a grant in the amount of $299,772.00 entitled Baltimore Coalition for Healthy Communities, from the Department of Health and Human Services (DHHS), for the budget period of September 1, 2011 through August 31, 2012.

On November 15, 2011, the FLBC received a grant in the amount of $89,390.00 from the Leonard and Helen R. Stulman Charitable Foundation for the period of November 15, 2011 through November 14, 2012.

On June 26, 2012, the Department received notification of an award from the FLBC in the amount of $33,135.00 for the B'more Fit for Healthy Babies Program. The agreement was received on August 3, 2012.

On September 7, 2012, the Department received the grant agreement, but upon review by the Law Department, it was revised for legal sufficiency. It was then sent to the FLBC for signatures, but expired before it was returned to the Department.

Health Department – cont'd

Therefore, the Board is requested to ratify the agreement so that the Department can be reimbursed for services.

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 ratification of the agreement with The Family League of Baltimore City, Inc.

MINUTES

Health Department – Unified Funding Document for FY 2013

ACTION REQUESTED OF B/E:

The Board is requested to accept the modification to the FY 2013 unified funding document for grants for the period ending August 31, 2012.

AMOUNT OF MONEY AND SOURCE:

GRANT DESCRIPTION	TYPE OF ACTION	AMOUNT_	TOTAL AWARD
Sexually Transmitted Disease CH 051 STD	Reduction	($405.00)	$148,943.00

Account: 5000-522313-3030-271500-605001

BACKGROUND/EXPLANATION:

On September 12, 2012, the Board approved the Unified Funding Document for the period ending July 31, 2012. The STD grant was $149,348.00. As of August 31, 2012, the STD grant was reduced by $405.00 to $148,943.00.

As the fiscal year progresses, supplements, modifications, and/or reductions will be processed through the granting administrations with revised unified grant awards being issued. The most current unified funding document will be the official award of record.

Health Department – cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE MODIFICATION.

UPON MOTION duly made and seconded, the Board approved acceptance of the modification to the FY 2013 unified funding document for grants for the period ending August 31, 2012.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

1. THE MILL OF BEL AIR $27,767.52 Only Bid
   Solicitation No. B50002653 – Horse Feed and Bedding – Police Department – Req. No. R610567

   The period of the award is November 7, 2012 through November 6, 2013, with two 1-year renewal options remaining.

2. SYNAGRO-HYPEX, LLC $34,907.00 Low Bid
   Solicitation No. 07000 – Flottweg Rotating Assembly Service – Department of Public Works – Req. No. R609041

3. ADVANCED TANK SYSTEMS, INC. $25,000.00 Only Bid
   Solicitation No. B50002661 – Inspections and Certifications for Fuel Tanker Trucks – Department of General Services – Req. No. Various

   The period of the award is November 7, 2012 through November 6, 2015, with two 1-year renewal options remaining.

4. MOORE MEDICAL, INC. $19,000.00 Renewal
   Solicitation No. B50001621 – Assorted Syringes – Health Department – Req. No. R515328

   On November 10, 2010, the Board approved the initial award in the amount of $17,208.24. The award contained two 1-year renewal options. On November 9, 2011, the Board approved the first renewal in the amount of $20,020.00. This final renewal in the amount of $19,000.00 is for the period November 10, 2012 through November 9, 2013.

5. OSBURN ASSOCIATES, INC. $40,000.00 Low Bid
   Solicitation No. B50002672 – U Channel Posts – Department of Transportation – Req. No. R611104

   The period of the award is November 7, 2012 through November 6, 2013, with two 1-year renewal options remaining.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

6. GENERAL TRAFFIC EQUIPMENT CORPORATION $150,000.00 Renewal

Solicitation No. B50002148 – Aluminum Vehicle Traffic and Pedestrian Signal Assemblies – Department of Transportation – P.O. No. P518770

On November 16, 2011, the Board approved the initial award in the amount of $163,000.00. The award contained three 1-year renewal options. This renewal in the amount of $150,000.00 is for the period December 1, 2012 through November 30, 2013, with two 1-year renewal options remaining.

MWBOO GRANTED A WAIVER.

7. THE GUN SHOP $ 57,980.00 Cooperative Contract

State of Maryland Contract Number 001B3400026 – Ammunition Federal – Police Department – Req. No. R616366

The ammunition requested by the Police Department was out for competitive bid through the State of Maryland using a higher volume for a greater discount than the City would be able to solicit on its own.

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.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

8. TURBOMECA USA $410,000.00 Sole Source
Solicitation No. 08000 – Helicopter Engine Repair Parts – Police Department – Req. Nos. R605616 and R615412

Turbomeca USA is the manufacturer and sole provider of maintenance parts for the engines and related equipment for the Police Department's helicopters.

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.

9. WAGEWORKS, INC. $179,875.00 Renewal
Solicitation No. B50000558 – Flexible Spending Account Administration for the City of Baltimore 2009 – Department of Human Resources – P.O. No. P518085

On September 17, 2008, the Board approved the initial award in the amount of $143,900.00. The award contained two 1-year renewal options. On February 2, 2011, the Board approved the assignment to WageWorks, Inc. On August 24, 2011, the Board approved the first renewal in the amount of $179,875.00. This final renewal in the amount of $179,875.00 is for the period January 1, 2013 through December 31, 2013.

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

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

10. VALLEY CHEVROLET $ 500,000.00
APPLE FORD 0.00
HERITAGE DODGE, INC. 1,500,000.00
PACKER NORRIS PARTS 0.00
AL PACKER'S WHITE MARSH
FORD, LLC 0.00
$2,000,000.00 Increase

Solicitation No. B50000665 – Automotive OEM Parts & Service – Department of General Services – P.O. No. P505763

On December 10, 2008, the Board approved the initial award in the amount of $10,000,000.00. The award contained two 1-year renewal options. Subsequent actions have been approved. This increase is necessary due to increased usage of this contract. This increase in the amount of $2,000,000.00 will make the award amount $14,920,000.00.

MWBOO GRANTED A WAIVER.

11. LABVANTAGE $ 75,079.05 Ratification
SOLUTIONS, 7,097.95 Term Order
INC. 28,391.80 Extension
$110,568.80

Solicitation No. 08000 – Software Maintenance Agreement – Department of Public Works, Environmental Service Division – P.O. No. P515926

On October 20, 2010, the Board approved the initial award in the amount of $82,175.00. The Department of Public Works continued to use software maintenance services from the vendor beyond the term of the original contract. The requested action will allow ratification of the contract, and the agency

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

to continue to utilize the requirement covered by the contract until the time a new contract is awarded. The period of the ratification is January 1, 2012 through November 6, 2012. The term order is for the period of November 7, 2012 through December 31, 2012. The extension is for the period January 1, 2013 through April 30, 2013.

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

(FILE NO. 57210)

12. KATON PRINTING CORPORATION
OMNIFORM, INC.
THE MOUNT ROYAL PRINTING CO., INC.
MOUNT VERNON PRINTING CO.
PRINTING MATTERS, LLC
H&N PRINTING & GRAPHICS
THE STANDARD REGISTER, CO.
RIDGE PRINTING CORP.
UPTOWN PRESS, INC. $ 250,000.00 Renewal

Solicitation No. B50001249 – Qualification for Printing Services – Department of Finance – P.O. No. P511429

On December 9, 2009, the Board approved the initial award in the amount of $2,500,000.00. The award contained three 1-year renewal options. On November 16, 2011, the Board approved the first renewal in the amount of $1,250,000.00. This renewal in the amount of $250,000.00 is for the period December 9, 2012 through December 8, 2013, with one 1-year renewal option remaining.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

13. JOBS, HOUSING & RECOVERY, INC. $2,070,087.00 Correction

Solicitation No. B50001664 – Management of the Harry & Jeanette Weinberg Housing & Resource Center – Department of Housing and Community Development – P.O. No. P516814

On March 30, 2011, the Board approved the initial award in the amount of $4,713,853.00. The award contained four 1-year renewal options. On June 13, 2012, the Board approved the first renewal in the amount of $1,000,000.00, which was based on an estimate for only four months rather than the fiscal year anticipated. An increase in the amount of $2,070,087.00 is necessary to provide funds for the rest of the fiscal year.

This is a requirements contract, therefore dollar amounts will vary.

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

MBE: World Wide Investigation, LLC 0.09%
Down to the Dust Cleaning, LLC 4.50%
Sandtown Laundry, LLC 8.80%

MWBOO FOUND VENDOR IN COMPLIANCE BASED ON GOOD FAITH EFFORTS.

14. J.J. ADAMS FUEL OIL CO. $200,000.00 Renewal

Solicitation No. B50001178 – Diesel Fuel for Generators – Agencies: Various, Req. No. P514636

On November 10, 2009, the Board approved the initial award. On January 31, 2012, the City Purchasing agent approved an increase in the amount of $50,000.00. On August 8, 2012, the Board approved an increase in the amount of $125,000.00. The award contained two 1-year renewal options. This renewal in the amount of $200,000.00 is for the period December 1, 2012 through November 20, 2013.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

15. COALITION TO END CHILDHOOD
LEAD POISONING, INC.
HAWKEYE CONSTRUCTION, LLC
GOEL SERVICES $0.00 Renewal

SOLICITATION NO. B50002105 – Combined Services for Weatherization Assistance and Lead Abatement at Low Income Residences – Department of Housing and Community Development – Req. Nos. P519266, P519267, and P519268

On December 7, 2011, the Board approved the initial award. The award contained two 1-year renewal options. This renewal is for the period December 15, 2012 through December 14, 2013.

MWBOO FOUND VENDORS IN COMPLIANCE.

Coalition to End Childhood Lead Poisoning, Inc.

MBE: First Potomac Environmental Corp.
WBE: Baltimore Window Factory, Inc.

Hawkeye Construction, Inc.

MBE: First Potomac Environmental Corp.
WBE: Baltimore Window Factory, Inc.

Goel Services, Inc.

MBE: Danison, Inc.
WBE: USA Energy Co., Inc.

(FILE NO. 57087)

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

16. FISHER SCIENTIFIC CO., LLC $100,000.00 Increase

Solicitation No. B50001629 – Laboratory Gases, Chemicals and Related Supplies – Agencies Various – P.O. No. P515045

On October 27, 2010, the Board approved the initial award in the amount of $200,000.00. The award contained two 1-year renewal options. On July 16, 2012, the City Purchasing Agent approved an increase in the amount of $50,000.00. This increase is necessary due to increased usage of the contract. This increase in the amount of $100,000.00 will make the award amount $350,000.00.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved the aforementioned informal awards, renewals, increases to contracts and extensions.

MINUTES

Mayor's Office of Information Technology – Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to ratify the procurement of services provided by the Highlander Contracting Company (Highlander) and to approve an expenditure of funds to pay the company to repair damages to the 800MHz Fiber Cable Lines at Lake Clifton.

AMOUNT OF MONEY AND SOURCE:

$19,934.00 – 2042-000000-1474-165700-603035

BACKGROUND/EXPLANATION:

On May 23, 2012, a private company performing entrenching work in the area of the Lake Clifton power station inadvertently cut two major Baltimore City fiber lines. These fiber lines connect the 800 MHz for Baltimore City's Public Safety Agencies (Fire and Police). Once notified of the cut to the fiber line, the Mayor's Office of Information Technology contacted the Highlander Contracting Company for immediate repair. This was an unexpected repair and was considered detrimental to the City's public safety agencies. The Mayor's Office of Information Technology decided to hire Highlander to complete the repairs without further approval.

A request to pay an emergency invoice was submitted to the Board of Estimates for approval in July 2012. However, it was returned because it was not approved by the Director of Finance for procurement on an emergency basis. Subsequently, the invoice and documentation were submitted to the Department of Finance for review. The request was delayed until it was reviewed and approved by the Bureau of Purchases and the Law Department. This request was determined not to be an emergency; however all costs were approved.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

Mayor's Office of Information Technology – cont'd

UPON MOTION duly made and seconded, the Board ratified the procurement of services provided by the Highlander Contracting Company and approved the expenditure of funds to pay the company to repair damages to the 800MHz Fiber Cable Lines at Lake Clifton. The President voted **No**.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTION

* * * * * * *

On the recommendations of the City agency hereinafter named, the Board, UPON MOTION duly made and seconded, awarded the formally advertised contracts listed on the following page:

4488 - 4535

to the low bidders meeting the specifications, and rejected the bid 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. 1 was **DEFERRED.**

The Comptroller voted **No** on item no. 3.

Item nos. 6 and 7 were **WITHDRAWN.**

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

1.	B50002437, Casting Gray Iron Manhole Covers & Frame		**$1,745,600.00**
		Neenah Foundry Co.	$ 583,750.00
	(Various Agencies)	Capitol Foundry of Virginia, Inc.	$1,161,850.00

Pursuant to Article VI, Section 11 (2) (i)(ii) of the City Charter, the Board is requested to accept Neenah Foundry Co.’s corrected bid guarantee by certified check, bank cashier’s check, or bank treasurer’s check for the amount of $24,008.00, which is 2% of its total bid amount of $1,200,150.00. The Department is recommending award on an item-by-item basis to the only two responsive and responsible bidders Capitol Foundry of Virginia, Inc., and the Neenah Foundry Company. The award structure yields the lowest price, with a potential savings to the City of $125,350.00 compared to alternative award structures.

MWBOO GRANTED A WAIVER.

2.	B50002617, Fire Hydrant Parts		**$ 350,000.00**
		Item #1 Mueller & Company, LLC	$ 175,000.00
		Items #2 & #3 U.S. Pipe Valve & Hydrant, LLC	$ 175,000.00
	(Various Agencies)		

MWBOO GRANTED A WAIVER.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

3.	B50002246, Automatic Traffic Violation Enforcement System	Brekford Corp.	Revenue Contract

(Department of Transportation)

MWBOO GRANTED A WAIVER.

(FILE NO. 57343)

A PROTEST WAS RECEIVED FROM THE MARYLAND MINORITY CONTRACTORS ASSOCIATION.

A PROTEST WAS RECEIVED FROM THE XEROX STATE AND LOCAL SOLUTIONS.

A PROTEST WAS RECEIVED FROM THE CALMI ELECTRIC.

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

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

President: "The first item on the non-routine agenda can be found on Page 41 #3 (of the Agenda) Automatic Traffic Violation Enforcement Systems. Will the parties please come forward?"

Kim A. Trueheart

November 6, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and a complete failure to provide transparent communications about priorities and outcomes by the Mayor of Baltimore City and the various Departments and Agencies under her leadership and direction.

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

1. Whom you represent: Self
2. What the issues are:
    a. Page 41, Item #3, Department of Transportation B50002246, Brekford Corp. Revenue Contract Automatic Traffic Violation Enforcement System, if approved:
        i. Fails to detail/describe the Automatic Traffic Violation Enforcement System;
        ii. Fails to provide the revenue projections for the ATVES;
            1. Please provide access to these materials for inspection.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden could be relieved by this action if the projected revenue is smartly allocated to provide benefit to citizens instead of corporations.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on November 7, 2012.

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

Sincerely,

Kim Trueheart
Citizen

5519 Belleville Ave
Baltimore, MD 21207

Kim A. Trueheart

November 6, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of a lack of vision, poor fiscal planning and management and a complete failure to provide transparent communications about priorities and outcomes by the Mayor of Baltimore City and the various Departments and Agencies under her leadership and direction.

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1. Whom you represent: Self
2. What the issues are:
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        i. Fails to detail/describe the Automatic Traffic Violation Enforcement System;
        ii. Fails to provide the revenue projections for the ATVES;
            1. Please provide access to these materials for inspection.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden could be relieved by this action if the projected revenue is smartly allocated to provide benefit to citizens instead of corporations.

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

Sincerely,

Kim Trueheart
Citizen

5519 Belleville Ave
Baltimore, MD 21207

HJM HARRISJONES & MALONE, LLC

2423 MARYLAND AVENUE
SUITE 100
BALTIMORE, MARYLAND 21218

LISA HARRIS JONES
DIRECT DIAL: (410) 366-1500
FAX NUMBER: (410) 366-1501
lisa.jones@mdlobbyist.com

Baltimore City Board of Estimates
Stephanie Rawlings-Blake, Mayor
Bernard "Jack" Young, President City Council
Joan Pratt, Comptroller
George Nilson, City Solicitor
Alfred Foxx, Director, Department of Public Works

Attn: Harriet Taylor, Deputy Comptroller
And Clerk, Board of Estimates
Room 204 City Hall
100 N. Holliday Street
Baltimore, MD 21202

November 5, 2012

To the Board of Estimates:

This firm represents Xerox State & Local Solutions Inc. ("Xerox"). Xerox hereby protests the award of Solicitation No. B50002246 to Brekford Corp.

Xerox (formerly ACS State& Local Solutions Inc.) has been a business partner with the City of Baltimore since 1999, has gone through multiple renewals, and has administered this enforcement program for the past 13 years, resulting in an 88% reduction in violations at fixed-camera locations and generating over $140,000,000 in fine revenue for the city, thereby enhancing traffic safety across the city for its residents and providing an additional source of revenue for the City.

The RFP sets forth the parameters that all vendors should meet certain standards. All vendors should be treated equally. The basis of this protest is that Brekford was not held to the same standards as Xerox as demonstrated in summary by the chart below.

Requirement	Demonstrated by Xerox	Demonstrated by Brekford
Experience with Red Light Photo Enforcement *See, part I.a*	Yes	No
Speed camera experience of similar size programs *See, part I.a*	Yes	No
Proven technical solution *See, part I.b*	Yes	No
Adequate Financial Resources *See, part I.c*	Yes	No

Xerox submits the issues of this protest as follows:

I. The proposed awardee, Brekford, did not submit a responsive proposal, nor for purposes of this solicitation, is a responsible bidder. Brekford's proposal **did not demonstrate any history with Red Light camera operations** whatsoever. Further, despite the city indicating that it would look for a contractor evidencing a history of similar projects which demonstrated a sufficient scale of program with that of Baltimore City's program, Brekford's proposal could only show similar speed enforcement projects that were at best less than 1/3 the size of the Baltimore program. Additionally, Brekford's proposed camera systems are not compliant with requirements in the RFP. This lack of proven technical capability in the field of red light enforcement and at the size of scope needed by the city of Baltimore renders Brekford's bid non-responsive and Brekford itself non-responsible.

II. Upon information and belief, Xerox has been informally notified that its proposal was deemed non-responsive after bid opening on October 10, 2012. While Xerox's technical proposal was deemed compliant by the evaluation committee, the solicitor's office later reevaluated the Xerox proposal and substituted their technical judgment for that of the committee. This improper and highly irregular action casts serious doubt on the fairness of the recommendation of Brekford for award.

Xerox will be significantly harmed if the board of estimates goes forward and awards the contract to Brekford, in as much as Xerox is the highest scoring responsive and responsible bidder and should be awarded the contract.

ARGUMENT

I. Brekford's proposal was non-responsive, and for purposes of this solicitation, Brekford is a non-responsible bidder.

a. Brekford lacks the experience and capabilities necessary to complete the work.

After the solicitation went out to potential bidders, the city held a pre-bid question and answer for all interested contractors. In response to a question regarding clarification of Section SW5.A.(4) which required each bidder to present some relevant work history, "referencing at least three similar projects describing the scope of work, successes and challenges", the city provided the following written response:

> **Recognizing that the City of Baltimore's program is sizable, we will look for similar projects which demonstrate sufficient scale of program. Similar project and years of experience is as provided in the RFP.**
>
> *Pre-bid question and answer No. 36, see attached exhibit 1.*

Brekford did not demonstrate any history of similar size and scale in its speed enforcement program, and no history whatsoever with red light photo enforcement. Brekford referenced three non-photo enforcement projects -- an "electronic ticketing software integration" project and two "in-car video monitoring system" projects in Montgomery and Prince Georges Counties -- to claim experience with three projects of similar size and scope. These referenced projects do not involve equipment or software utilized to capture red light and speed violations, do not include critical support services within the required program scope, including servicing fixed pole red light and speed cameras, violations processing, and notice printing and mailing.

As to red light enforcement, Brekford provided no evidence of photo red light experience of any kind and provided no red light program references. Based on Brekford's own proposal, ***Brekford has not installed and does not support a single photo red light installation or program in the United States.*** This complete lack of experience and the inability to provide a single photo red light reference would be cause for disqualification in every other major city procurement in the industry.

The automated speed enforcement references provided by Brekford are not of similar size and scope to the City's program. Although Brekford did provide references for three small automated speed enforcement programs in the cities of Laurel, Salisbury and Hagerstown, MD (populations of less than 35,000), the scale of these programs, even assuming that they involved "up to" twelve, twenty and twenty systems, respectively, still would only individually represent a system less than 1/3 the size of the Baltimore City Speed Enforcement program.

b. Brekford proposed a camera system that was not compliant with specifications in the RFP.

According to the solicitation statement of work, "An Offer or is considered Responsible if he or she has documented and demonstrated the technical experience and the capability and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein." Solicitation, SW4. B.(2).

Section SW4 makes it clear that it is not sufficient for an Offeror to claim that he or she is capable and committed to providing red light camera systems in order to be deemed responsible. Rather, per the express terms of the RFP, the Offeror also must document and demonstrate "technical experience" sufficient to establish the Offeror's capability to perform.

Brekford proposes a "beta" system which has never been installed or operated in a live environment, has never produced a live citation, and has never been subject to court scrutiny. Indeed, Brekford acknowledges its own lack of technical experience on Page 15 of its proposal response when it admits that Baltimore City "will be the first municipality to be offered this technology by Brekford."

Furthermore, the proposal fails to comply with several of the RFP's Detailed Specifications for red light enforcement systems. In particular:

- The Brekford system fails to show the elapsed red phase in the data bar which is both a requirement in section 10 of the RFP and more importantly an industry standard component of red light enforcement system data bars that is fully expected by the Baltimore District Court Judges. Any citations issued by Brekford's system for this fact alone would not be upheld in MD District Courts.

- In addition section 17t of the RFP states that the printed data bar placement must meet specific City standards " 1/3 inch from the bottom of remittance advice section of violation notice" Brekford's system has the printed data bar at the top of the violation image failing to meet this requirement. In addition to not meeting the RFP requirement, placing the data bar at the top of the image allows for the signal to be blocked by the databar voiding all affected citations.

c. Brekford lacks the financial capability to guarantee performance and/or revenue to the city.

Brekford lacks the financial capability to pay even one weeks' worth of liquated damages stated in the RFP for systems not operating, thus should Brekford fail to stand up 81 red light cameras in 90 days, they will be responsible for $500 per day in penalties for those systems not yet installed. With net income towards approximately 500K per year based on their SEC Form

10Q for the first half of 2012, Brekford is unlikely to be able to pay the $567K in liquidated damages for just one week of inoperable red light cameras; much less the even larger liquidate damages if speed cameras are also inoperable.

For all the technical, financial and experiential defects as set forth herein, Brekford's bid was non-responsive, and for purposes of this solicitation Brekford is a non-responsible bidder.

II. Xerox's proposal was improperly determined to be non-responsive.

Despite the numerous shortcomings of Brekford's proposal as set forth above, Brekford was still found to have submitted a responsive bid. On October 10, 2012, this Honorable Board accepted the recommendation from the Bureau of Purchases that Brekford, Xerox, and a third vendor were responsible, responsive bidders, and proceeded to open the price proposals of those vendors. Thereafter, without notice to Xerox, or an opportunity for clarification, the law department overruled the determination made by this Board and ruled that Xerox's proposal was non-responsive.

In section 8.4 of its proposal Xerox stated, "Xerox will have at least one PCU available for deployment in the City capable of enforcing work zone speed restrictions. All technical specifications in place today for the existing PCU program will be met." Based upon information and belief, the law department construed the above sentence to mean that Xerox did not intend to have the have Workzone PCUs attended. This, the law department concluded, constituted an impermissible qualification in the manner Xerox intended to deploy portable camera units in work zones. The intent of Xerox's statement was to simply reconfirm that the highly effective system currently in place in the City of Baltimore would continue to operate at the same high standard in the new contract. The Evaluation of Committee and Bureau of Purchases clearly understand that to have been Xerox's intention or else Xerox would not have been recommended to the board.

CONCLUSION

In accordance with the arguments set forth above, we urge this Honorable Board to award Contract No. B50002246 to Xerox State & Local Solutions, Inc. inasmuch as when all proposals are properly and fairly evaluated, Xerox is the highest scoring responsive and responsible bidder.

Very truly yours,

Robert Dashiell TS

Robert Fulton Dashiell

				revenue basis?. If the city has deemed this to be appropriate, . What controls will be put in place for auditing purposes to reconcile police overtime.	
36	08/15/2012	Jodi Bullard/ACS State & Local Solutions, Inc dba Xerox State & Local Solutions, Inc.	5. Page 8; Section SW5.A.(4) ?at least three similar projects descriing the scope of work, successes	With 81 Red Light, 75 Fixed Speed, and eight (8) PCUs, the City of Baltimore ATVES program is the single largest combined red light and speed program operating in North America. Based on the City?s estimates, the City?s ATVES program will generate more than a half million violation per year, also making it the highest volume program in the United States and Canada. With a population exceeding 600,000, Baltimore is also one of the 20 largest cities in the country. Based on these factors, can the City clarify and define the minimum requirements for a ?similar project? ? for example, population size of the reference program, number of installed systems (red light or speed), total number of annual violations processed, total number of years? experience, etc.? How many similar project references must a vendor provide to meet the minimum requirements for qualifications and responsiveness of this RFP? In general, how many years? experience must a proposer have in red light or speed enforcement?	Recognizing that the City of Baltimore's program is sizable, we will look for similar projects which demonstrate sufficient scale of program. Similar project and years of experience is as provided in the RFP
38	08/20/2012	Richard Morales/Redflex Traffic Systems	Clarification questions	1. Are the liquidated damages negotiable? 2. Is the City looking for a lease to own program since the equipment becomes property of the City? 3. Does the City provide the vendor with space within the City building for the customer services center at no cost to the vendor? 4. Does the City have an expectation for the size of the Customer Service Center (i.e. square footage based on number of employees)? 5. Does the customer service/call center/processing center need to be located in the City of Baltimore or Maryland?	1. No. Liquidated damages are as provided in the RFP. The City views damages as a last resort in achieving corrective action by the vendor, if necessary. 2. No. City owns all system components at the end or termination of contract 3. No. The City will submit an Addendum to remove customer service support requirement relating to program inquiry from the RFP. 4. Not required 5. Not required

LAW OFFICES
SUITE A
13 WEST BIDDLE STREET
BALTIMORE, MARYLAND 21201

PATRICK A. U. OPARA, PH.D*
CLAY C. OPARA*
*ALSO ADMITTED TO D.C. BAR

TELEPHONE (410) 685-0900
FACSIMILE (410) 685-0942

November 4, 2012

Honorable President Bernard C. "Jack" Young
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: Protest - Page 41 - Automatic Traffic Violation Enforcement System/ Solicitation No. B50002246

Dear Mr. President and Honorable Members of the Board:

On behalf of my client, Calmi Electric ("Calmi"), I write to protest the award of the above-referenced contract. Calmi is an African-American owned, Baltimore City based, union electrical firm. The company is certified by both the State of Maryland and City of Baltimore (the "City") as a minority business enterprise ("MBE") (Maryland Department of Transportation certification 87-154; City of Baltimore certification 89-000283). Calmi currently works as a sub-contractor on the City's existing Red Light and Speed Camera enforcement program. Since 1998, my client and its twenty employees have worked to install both speed and red light cameras in the City as a sub-contractor to Xerox State & Local Solutions, the incumbent provider. As a result of the City's violation of its own Minority Business statute, my client's company stands to lose a significant portion of its business if this award is made by the Board today.

The procurement was issued with no minority participation goal, despite the fact that currently my client and other minority firms are performing work in the City under the current contract. (When asked at the pre-bid meeting why the goal was set at 0%, the purchasing agent responded the requirement had been waived due to the technical complexity of the solicitation. (See attachment 1, Nicolas Affidavit, item 5). This bald assertion is contradicted by my clients 14

years of service to the City on this contract and the fact that currently Xerox has exceeded 14% MBE participation on BP04021. (Nicolas Affidavit, item 3).

Furthermore, even a cursory review of the contract's specifications and list of certified minority businesses registered with the City would require that in order to be in compliance with the City Code, a minority participation goal is required on this contract. In fact, the Department of Law's Minority and Women's Office (the "Office") has certified 36 local electrical contractors, who like my client are capable of performing this work. (See attachment 2, a list of qualified contractors from the City's own website).

In light of this blatant disregard for the City's W-MBE laws, I respectfully request this honorable board - in the best interest of the City and its minority business program - to retract this award and issue a new procurement with an appropriate minority business goal. On behalf of my client, I request to be heard on this matter before the Board today.

Baltimore City Code, Finance and Procurement Article

Under the Baltimore City Code, Art. 5, Finance and Procurement, Section 28-3, Minority and Women's Business Enterprise, the Mayor and City Council adopt as policy for the City a program which, in sum:

1. Recognizes discrimination has occurred in major City contracting markets with the effect of the underutilization of minority business enterprises.
2. Mandates that a goal must be set to remedy this historic discrimination by:
    a. Setting rationale and flexible goals related to the disparity identified in the City's contracting markets;
    b. Instituting remedies to rectify those disparities; and
    c. Sets as goal on a contract by contract basis, W-MBE participation goals. (section 28-3).

The clear and unambiguous policy of the City is to promote equal business opportunity in its contracting process by encouraging full and equitable participation by minority and women's business enterprises on procurement contracts. (Section 28-4 b). The statute requires ***liberal construction of the statute to achieve the purpose of including historically discriminated against businesses in City procurement.*** (Section 28-5). Thus, the Board's interpretation and application of the City Code should be done in the light most favorable to furthering the goals of including historically disadvantaged businesses.

Under the law, the City and its agencies through the Mayor's Minority Women's Business Opportunity Office (the "Office") are required to set goals which consider:

(1) The availability in various industry classifications MBEs qualified and willing to participate in the particular contract;
(2) The level of utilization of those firms in past contracts awarded by the City;
(3) The contract specifications;
(4) The adverse impact to non-MBE and WBEs; and

(5) Any other relevant factors. (section 28-22)

Applying these factors to the case *sub judice*:

1) The service required to install and maintain red light and speed cameras is basic electrical work. Minimal training is required for experienced electrical contractors and the City maintains a list of qualified W-MBE firms able to perform this work. Calmi, who has performed this work for the past 14 years, was never contacted by the City to determine the nature of the work or their willingness to perform the work as a subcontractor. Furthermore, the City has a list of 39 contractors certified to perform this work which on its face demonstrates an availability of contractors. (Attachment 2).

2) ACS has utilized minority contractors on this contract at various levels for the past 14 years and currently has exceeded 14% participation on BP04021. (See Nicolas affidavit attached.) Thus, ability and availability of W-MBE firms to perform on this contract is demonstrated and easily obtainable.

3) The contract specifications do not require special skills so unique that W-MBE firms are incapable of performing the work. As evidence of this fact, my client has performed under this contract since 1998.

Based upon the application of these factors, with basic due diligence, some level of minority participation should have been required on this contract by the Office. The failure to set a goal is an impermissible violation of the applicable law and renders the current and pending award impermissible.

In order for the goal to be waived (Section 28-61) the Agency must demonstrate to the Office:

1. The reasonable and necessary requirements of the contract render subcontracting or participation by minority business infeasible; or

2. That at minimum two qualified certified business enterprises capable of providing the goods or services required by the contract are unavailable in the City market area despite every feasible attempt to locate them.

If those criteria are met, the Office may waive a portion of the goal commensurate with the unavailability of responsible and willing contractors. In this case, that prong cannot reasonably asserted.

Since 1998, when this contract was first awarded, my client, a certified MBE has performed the installation and repair of red light cameras throughout Baltimore City. Since 2009, my client has installed cameras, replaced broken cameras, and fixed on-site electrical problems. As stated, my client is a City-certified minority contractor, whose business is located in Baltimore. Calmi, through its past performance, has demonstrated a proficiency at performing the electrical, maintenance and installation work of these cameras. As an electrician with over 30 years of

experience, Calmi asserts the work performed is not beyond the capabilities of minority electrical firms in the Baltimore area. Their very performance is evidence that a waiver under item 1or 2 as outlined above would be improper.

Moreover, as a business owner trying to keep its doors open in these difficult economic times, it stands to reason, Calmi and many of its colleagues who own similarly qualified firms, are available and need the work. Thus in light of the City's own list of contractors, a waiver under item 2 would be improper in light of the City's own list of qualified W-MBE's (attachment 2).

Contrary to what basic due diligence would require of the Department of Transportation ("the Agency") or the Office, at no time prior to this submission did the Agency or Office inquire as to whether my client would be willing to continue working on this contract. Nor was my client ever contacted to determine how much they have been paid or the difficulty of the work performed. Furthermore, no attempt was made to contact the incumbent vendor to determine whether W-MBEs were utilized (Attachment 1).

In fact, a cursory look at the City's own W-MBE certified firms capable of providing electrical and mechanical services demonstrates an abundance of firms qualified to perform this work. Simply put, my client has capably performed this work in Baltimore for 14 years and would like the opportunity to continue to do so under a properly-issued procurement in compliance with the City's W-MBE goals. An award in the face of the failure of the Office or the Agency to set a goal will significantly harm my client and its employees by acting as a de facto termination of its engagement.

Conclusion

Respectfully, in light of the Office's and Agency's failure to establish reasonable W-MBE participation as required by the City Code, my client has been denied their lawful opportunity to participate in the procurement process entitled Automatic Traffic Violation Enforcement System/ Solicitation No. B50002246. We request the Board, acting under its authority as delineated in the Baltimore City Charter, Article VI, section 11 (g)(i), vacate the current award and issue a request for proposals that contains the proper W-MBE goals. Awarding this contract would be contrary to the plain language and spirit of the City's own guiding statute and damaging to my client's business.

Sincerely,

Clay Opara
Attorney at Law

Ryan Nicolas
Director, MD Photo Enforcement

Xerox State & Local Solutions
1800 Washington Blvd.,
Suite 440
Baltimore, MD 21230

Ryan.nicolas@xerox.com
Tel 443.957.2455
Fax 443.957.2463

AFFIDAVIT

City of Baltimore)
Maryland)

BEFORE ME, the undersigned authority, on this date personally appeared Ryan Nicolas, and having been duly sworn, did upon his oath depose and state:

1. My name is Ryan Nicolas. I am over the age of twenty-one (21), suffer from no legal disabilities, and I am fully competent to make this affidavit. The statements herein made are within my personal knowledge and are true and correct.

2. I am the Director of Photo Maryland Enforcement Operations of Xerox State & Local Solutions, Inc. Xerox services submitted on August 29, 2012 (Initial Proposal Response) to Baltimore City solicitation B50002246 for Automated Traffic Violation Enforcement Systems.

3. Xerox is the current provider of ATVES for the City of Baltimore where we currently exceed 14% MBE participation on BP04021.

4. Xerox was not contacted at any time during the procurement process to provide information on our MBE participation on the existing contract.

5. The question on the 0% Minority requirement was raised by a vendor present at the pre-bid meeting held at the Bureau of Purchases on August 9, 2012. The response by the purchasing agent was the requirement has been waived due to the technical complexity of the solicitation.

"Further Affiant sayeth not."

Ryan Nicolas
Xerox State & Local Solutions, Inc.

SUBSCRIBED AND SWORN TO before me by Ryan Nicolas on this 6th day of November, 2012.

Notary Public

My Commission Expires: Nov. 28, 2015

PARIS M. JEFFERSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 28, 2015

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
[redacted]		
Address: 2300 York Road, Suite 208 Timonium, Md 21093-	01-004040	
Title: Mr. Andre Mellerson E-Mail: amsonelectric@verizon.net Phone: (410)252-3831 Fax: (410)252-3832 Certified Date: Jun 6 2011 Expiration Date: Jun 5 2013 Extension Date: Services: ELECTRICAL CONSTRUCTION & REPAIR, ELECTRICAL MATERIALS SUPPLIER, ELECTRICAL CABLE CONSTRUCTION		
[redacted]		
Address: 6908 Eastern Avenue, Suite C Baltimore, Md 21224-	08-005041	
Title: Mr. Kevin Cosby E-Mail: acpower@acpowerinc.com Phone: (410)288-1940 Fax: (410)288-1941 Certified Date: Apr 1 2011 Expiration Date: Mar 31 2013 Extension Date: Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 218 E. Lexington Street, Suite 701 Baltimore, Md 21202-	12-358234	
Title: Mr. Joseph Crane E-Mail: joe@myabodeinc.com Phone: (410)962-5440 Fax: (410)962-5442 Certified Date: Apr 9 2012 Expiration Date: Apr 9 2014 Extension Date: Services: ELECTRICAL SERVICES		
[redacted]		
Address: 5633 Reisterstown Road Baltimore, Md 21215-	11-358085	
Title: Mr. Bechir Ben Henia E-Mail: Phone: (410)961-2121 Fax: ()- Certified Date: Mar 18 2011 Expiration Date: Mar 17 2013 Extension Date: Services: CONSTRUCTION MANAGEMENT, CARPENTRY, DRYWALL, PAINTING, FLOORING, WINDOWS, DOORS, CONCRETE, ELECTRICAL CONTRACTOR		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
[redacted]		
Address: 9110 Red Branch Road, Unit O Columbia, Md 21045-	07-004820	
Title: Mr. Cristian Ceballos E-Mail: vceballos@ambercontractors.com Phone: (443)864-4972 Fax: (443)864-4986 Certified Date: Sep 4 2012 Expiration Date: Sep 4 2014 Extension Date: Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 2606 Garrison Boulevard Baltimore, Md 21216-	10-357846	
Title: Mr. James R. Hurtt E-Mail: james.hurtt@americancontractorsofbaltimore.com Phone: (410)361-1423 Fax: (410)779-9240 Certified Date: Jan 26 2010 Expiration Date: Jan 26 2012 Extension Date: Extended Date: Jan 30 2013 Services: CARPENTRY, DRYWALL AND INSULATION, PAINTING AND WALL COVERINGS, FLOORING, SITEWORK AND DEMOLITION, CONSTRUCTION MANAGEMENT, BUILDING INSPECTION SERVICES, RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL BUILDING CONSTRUCTION, ELECTRICAL CONTRACTORS, FURNISH AND INSTALL TELECOMMUNICATIONS EQUIPMENT; CABLE SPLICING ; PLUMBING/GASFITTER; HVACR; FIRE SPRINKLER INSTALLATION; UTILITIES		
[redacted]		
Address: 2216 Cloville Avenue Baltimore, Md 21214-	05-004644	
Title: Mr. Jerry Williams E-Mail: BMWLLCJW@aol.com Phone: (410)426-7624 Fax: (410)426-0214 Certified Date: Jan 12 2011 Expiration Date: Jan 11 2013 Extension Date: Services: ELECTRICAL		
[redacted]		
Address: 5201 Walther Avenue Baltimore, Md 21214-	06-004689	
Title: Mr. Chet M. Brown E-Mail: Brown-Tisdale@comcast.net Phone: (410)319-4163 Fax: (410)319-7253 Certified Date: Aug 10 2010		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Expiration Date: Aug 9 2012		
Extension Date: Extended Date: Jan 11 2013		
Services: ELECTRICAL CONTRACTING AND SERVICES		
[redacted]		
Address: 31 Walker Avenue, Suite 120 Pikesville, Md 21208-	12-358238	
Title: Mr. Joseph Cofield E-Mail: joe@cfgcontracting.com		
Phone: (410)580-2998 Fax: (410)580-0065		
Certified Date: Apr 12 2012		
Expiration Date: Apr 12 2014		
Extension Date:		
Services: ELECTRICAL SERVICES		
[redacted]		
Address: 220 N. Franklintown Road Baltimore, Md 21223-	89-000283	
Title: Mr. Calvin Mims E-Mail: calvinmims@calmielectric.com		
Phone: (410)624-3284 Fax: (410)624-3285		
Certified Date: Oct 4 2011		
Expiration Date: Oct 3 2013		
Extension Date:		
Services: ELECTRICAL		
[redacted]		
Address: 14 North Carey Street, Suite 104 Baltimore, Md 21223-1818	89-000733	
Title: Mr. Daniel Williams E-Mail:		
Phone: (410)539-4000 Fax: (410)528-8842		
Certified Date: Oct 4 2010		
Expiration Date: Oct 3 2012		
Extension Date: Extended Date: Jan 3 2013		
Services: HVAC, HVAC/GAS CONVERSIONS, RESTORATION OF COOLING TOWERS (SALES, SERVICE AND INSTALLATION), ELECTRICAL SERVIES		
[redacted]		
Address: 5450 Reisterstown Road, Suite 101 Baltimore, Md 21215-	04-004585	
Title: Mr. Michael Onyeje E-Mail: info@aframinc.com		
Phone: (410)764-1046 Fax: (410)764-1047		
Certified Date: Aug 29 2012		
Expiration Date: Aug 29 2014		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Extension Date:		
Services: GENERAL ELECTRICAL INCLUDING WIRING & TRANSFORMERS, CABLING, COMPUTER WIRING, GEAR WORK, CAMERA LIGHTING		
[redacted]		
Address: 5447 Belle Vista Avenue Baltimore, Md 21206-	08-005179	
Title: Mr. Earnest T. Pigatt E-Mail: Earnie4415@yahoo.com		
Phone: (410)493-2388 Fax: (410)814-3081		
Certified Date: Mar 11 2011		
Expiration Date: Mar 10 2013		
Extension Date:		
Services: ELECTRICAL WORK		
[redacted]		
Address: 9375-A Gerwig Lane Columbia, Md 21046-	03-004321	
Title: Ms. Nancy E. Sebastian E-Mail: nancy@electricmasters.biz		
Phone: (410)381-8940 Fax: (410)381-9053		
Certified Date: Oct 18 2010		
Expiration Date: Oct 17 2012		
Extension Date: Extended Date: Jan 17 2013		
Services: ELECTRICAL AND COMPUTER CABLING		
[redacted]		
Address: 2514 Maryland Avenue, Suite 1 Baltimore, Md 21218-	11-358159	
Title: Ms. Mi Owens E-Mail: electrostat@live.com		
Phone: (443)683-6212 Fax: ()-		
Certified Date: Aug 31 2011		
Expiration Date: Aug 30 2013		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 9 Chadford Ct. Baltimore, Md 21220-	08-004977	
Title: Mr. Emmanuel Falusi E-Mail: emfalengcorp@yahoo.com		
Phone: (443)629-6428 Fax: ()-		
Certified Date: Aug 5 2010		
Expiration Date: Aug 4 2012		
Extension Date: Extended Date: Jan 4 2013		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Services: ELECTRICAL INSTALLATION, REPAIR, MAINTENANCE & CONSTRUCTION SERVICES		
[redacted]		
Address: 6435 Ruxton Drive Elkridge, Md 21075-	10-357863	
Title: Mr. Lionel Thomas E-Mail: Ltomees@verizon.net		
Phone: (410)579-8880 Fax: (410)579-8084		
Certified Date: Oct 9 2012		
Expiration Date: Oct 9 2014		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 2039 Fleet Street Baltimore, Md 21231-	88-000764	
Title: Ms. Frances Borzymowski E-Mail:		
Phone: (410)342-5170 Fax: (410)276-5207		
Certified Date: Sep 29 2011		
Expiration Date: Sep 28 2013		
Extension Date:		
Services: COMMERCIAL AND RESIDENTIAL ELECTRICAL WIRING		
[redacted]		
Address: 4508 Woodlea Avenue Baltimore, Md 21206-	09-005305	
Title: Mr. Stephen D. Harris E-Mail: hmellc1@comcast.net		
Phone: (410)325-2243 Fax: (410)325-4477		
Certified Date: Nov 8 2011		
Expiration Date: Nov 7 2013		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 4311 Kathland Avenue Baltimore, Md 21207-	05-004554	
Title: Mr. Kevin A. Brown E-Mail: Hiswayelectric2@aol.com		
Phone: (410)448-7978 Fax: (410)448-7932		
Certified Date: Jul 20 2011		
Expiration Date: Jul 19 2013		
Extension Date:		
Services: ELECTRICAL		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
[redacted]		
Address: 9015-B Maier Road Laurel, Md 20723-	09-005350	
Title: Mr. Henry Hunt E-Mail: hhunt@huntconsulting.net		
Phone: (301)490-3355 Fax: (301)490-3833		
Certified Date: Sep 8 2011		
Expiration Date: Sep 7 2013		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 6030 Daybreak Circle, Suite A-150 Clarksville, Md 21029-	10-357970	
Title: Ms. Tawanda Smith E-Mail: tsmith@ifoscorp.com		
Phone: (301)837-9735 Fax: (301)837-9734		
Certified Date: Aug 6 2010		
Expiration Date: Aug 5 2012		
Extension Date: Extended Date: Jan 5 2013		
Services: ELECTRICAL CONTRACTOR, DRYWALL, PAINTING & WALL COVERINGS, FINISH CARPENTRY, CERTIFIED PUBLIC ACCOUNTANT, INFORMATION TECHNOLOGY SERVICES, ADMINISTRATIVE MANAGEMENT, HUMAN RESOURCES, CONSULTING SERVICES		
[redacted]		
Address: 9714 Marriottsville Road Randallstown, Md 21133-	11-358174	
Title: Mr. Bernard Stokes, Jr. E-Mail: LRSTOKESLLC@comcast.net		
Phone: (410)977-1682 Fax: (410)655-3719		
Certified Date: Sep 29 2011		
Expiration Date: Sep 28 2013		
Extension Date:		
Services: ELECTRICAL CONSTRUCTION, CONSTRUCTION PROJECT MANAGEMENT		
[redacted]		
Address: 832 A Oregon Avenue Linthicum, Md 21090-	10-357921	
Title: Ms. Hilary Yoder E-Mail: mike@lightingmaintenance.com		
Phone: (877)279-7373 Fax: (877)279-7574		
Certified Date: May 21 2010		
Expiration Date: May 20 2012		
Extension Date: Extended Date: Jan 30 2013		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Services: ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION; OUTDOOR, ATHLETIC FIELD AND SPORTS LIGHTING		
[redacted]		
Address: 4001 Coolidge Avenue Baltimore, Md 21229-	89-000566	
Title: Mr. Richard J. Colon E-Mail: colonrj@maceelectric.com		
Phone: (410)247-1920 Fax: (410)247-1595		
Certified Date: Mar 29 2011		
Expiration Date: Mar 28 2013		
Extension Date:		
Services: ELECTRICAL CONSTRUCTION/MAINTENANCE SERVICE AND DESIGN, WHOLESALE AND RETAIL DISTRIBUTION OF ELECTRICAL CONSTRUCTION COMMODITIES AND EQUIPMENT, AUTO TEMPERATURE CONTROL		
[redacted]		
Address: 2603 North Rolling Road, Suite 310 Windsor Mill, Md 21244-	04-004521	
Title: Mr. Frank Chapman E-Mail: mikeo@nativesons.org		
Phone: (410)298-2208 Fax: (443)200-2918		
Certified Date: Feb 22 2007		
Expiration Date: Oct 16 2009		
Extension Date: Extended Date: Jan 12 2013		
Services: AUTOMATIC TEMPERATURE CONTROL, DUCT LINE CONSTRUCTION, ELECTRICAL, FIRE PROTECTION SYSTEMS, ELECTRONIC PROTECTION SYSTEMS, INSTALLATION FOR CABLE COMMUNICATIONS SYSTEMS, INSTRUMETNATION		
[redacted]		
Address: 5315 Barbara Avenue Baltimore, Md 21202-	10-358002	
Title: Mr. Enrique Pajardo E-Mail: epajardo@hotmail.com		
Phone: (410)485-9122 Fax: (410)484-0669		
Certified Date: Oct 1 2010		
Expiration Date: Sep 30 2012		
Extension Date: Extended Date: Dec 30 2012		
Services: ELECTRICAL SERVICES AND INSTALLATION		
[redacted]		
Address: 1431 N. Central Avenue Baltimore, Md 21202-	03-004302	
Title: Mr. Christopher Braswell E-Mail: personalelectric@verizon.net		
Phone: (410)254-5501 Fax: (410)254-6589		
Certified Date: Sep 11 2012		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Expiration Date: Sep 11 2014		
Extension Date:		
Services: ELECTRICAL LIGHTING AND INSTALLATIONS		
[redacted]		
Address: 204 Stanlake Road Owings Mills, Md 21117-	10-358004	
Title: Mr. Patrick Nelson E-Mail: Patricknelson204@comcast.net		
Phone: (443)277-1599 Fax: (410)902-7776		
Certified Date: Oct 18 2010		
Expiration Date: Oct 17 2012		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 5628 Knell Avenue Baltimore, Md 21206-	11-358059	
Title: Mr. William Wright-El, Jr. E-Mail: info@pro-energyelectric.com		
Phone: (443)413-4687 Fax: (410)483-7201		
Certified Date: Jan 14 2011		
Expiration Date: Jan 13 2013		
Extension Date:		
Services: ELECTRICAL CONTRACTOR, ELECTRICAL SUPPLIES AND MATERIALS		
[redacted]		
Address: 220 Log Canoe Circle, Suite E Stevensville, Md 21666-	10-357969	
Title: Mr. Robert Beasley, Jr. E-Mail: RBeasley@rjbeasley.com		
Phone: (410)604-3950 Fax: (410)604-3948		
Certified Date: Aug 3 2010		
Expiration Date: Aug 2 2012		
Extension Date: Extended Date: Jan 2 2013		
Services: ELECTRICAL CONTRACTOR, SUPPLIER OF ELECTRICAL COMPONENTS AND PARTS.		
[redacted]		
Address: 3004 Ridgewood Avenue Baltimore, Md 21215-	94-002484	
Title: Ms. Cynthia M. Silverblatt E-Mail: cindi@silverblattelectric.com		
Phone: (410)367-4000 Fax: (410)466-0830		
Certified Date: Oct 18 2011		
Expiration Date: Oct 17 2013		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company Cert No Type

Extension Date:

Services: ELECTRICAL CONTRACTOR

[redacted]

Address: 6500 Windsor Mill Road Baltimore, Md 21207- 10-358037

Title: Ms. Shantel Mason E-Mail: shantech.electric@gmail.com

Phone: (443)743-3838 Fax: (443)743-3784

Certified Date: Dec 9 2010

Expiration Date: Dec 8 2012

Extension Date:

Services: ELECTRICAL CONTRACTOR

[redacted]

Address: 5121 Greenwich Avenue Baltimore, Md 21229- 05-004642

Title: Ms. Angela B. Cornish E-Mail: angie@signature-electric.com

Phone: (410)947-7886 Fax: (410)947-7786

Certified Date: Mar 4 2011

Expiration Date: Mar 3 2013

Extension Date:

Services: ELECTRICAL

[redacted]

Address: 2710 Roslyn Avenue Baltimore, Md 21216- 09-357749

Title: Mr. Larnell Gross E-Mail: twinelectric@hotmail.com

Phone: (443)240-0270 Fax: ()-

Certified Date: May 14 2012

Expiration Date: May 14 2014

Extension Date:

Services: ELECTRICAL CONSTRUCTION AND MAINTENANCE

[redacted]

Address: 3508 Richmond Avenue Baltimore, Md 21213- 99-003721

Title: Mr. Steven Gayles E-Mail: UniverES@aol.com

Phone: (410)235-4595 Fax: (410)235-9898

Certified Date: Mar 12 2010

Expiration Date: Mar 11 2012

Extension Date: Extended Date: Jun 11 2012

Services: ELECTRICAL

HJM HARRISJONES & MALONE, LLC

2423 MARYLAND AVENUE
SUITE 100
BALTIMORE, MARYLAND 21218

LISA HARRIS JONES
DIRECT DIAL: (410) 366-1500
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Baltimore City Board of Estimates
Stephanie Rawlings-Blake, Mayor
Bernard "Jack" Young, President City Council
Joan Pratt, Comptroller
George Nilson, City Solicitor
Alfred Foxx, Director, Department of Public Works

Attn: Harriet Taylor, Deputy Comptroller
And Clerk, Board of Estimates
Room 204 City Hall
100 N. Holliday Street
Baltimore, MD 21202

November 5, 2012

To the Board of Estimates:

This firm represents Xerox State & Local Solutions Inc. ("Xerox"). Xerox hereby protests the award of Solicitation No. B50002246 to Brekford Corp.

Xerox (formerly ACS State& Local Solutions Inc.) has been a business partner with the City of Baltimore since 1999, has gone through multiple renewals, and has administered this enforcement program for the past 13 years, resulting in an 88% reduction in violations at fixed-camera locations and generating over $140,000,000 in fine revenue for the city, thereby enhancing traffic safety across the city for its residents and providing an additional source of revenue for the City.

The RFP sets forth the parameters that all vendors should meet certain standards. All vendors should be treated equally. The basis of this protest is that Brekford was not held to the same standards as Xerox as demonstrated in summary by the chart below.

Requirement	Demonstrated by Xerox	Demonstrated by Brekford
Experience with Red Light Photo Enforcement *See, part I.a*	Yes	No
Speed camera experience of similar size programs *See, part I.a*	Yes	No
Proven technical solution *See, part I.b*	Yes	No
Adequate Financial Resources *See, part I.c*	Yes	No

Xerox submits the issues of this protest as follows:

I. The proposed awardee, Brekford, did not submit a responsive proposal, nor for purposes of this solicitation, is a responsible bidder. Brekford's proposal **did not demonstrate any history with Red Light camera operations** whatsoever. Further, despite the city indicating that it would look for a contractor evidencing a history of similar projects which demonstrated a sufficient scale of program with that of Baltimore City's program, Brekford's proposal could only show similar speed enforcement projects that were at best less than 1/3 the size of the Baltimore program. Additionally, Brekford's proposed camera systems are not compliant with requirements in the RFP. This lack of proven technical capability in the field of red light enforcement and at the size of scope needed by the city of Baltimore renders Brekford's bid non-responsive and Brekford itself non-responsible.

II. Upon information and belief, Xerox has been informally notified that its proposal was deemed non-responsive after bid opening on October 10, 2012. While Xerox's technical proposal was deemed compliant by the evaluation committee, the solicitor's office later reevaluated the Xerox proposal and substituted their technical judgment for that of the committee. This improper and highly irregular action casts serious doubt on the fairness of the recommendation of Brekford for award.

Xerox will be significantly harmed if the board of estimates goes forward and awards the contract to Brekford, in as much as Xerox is the highest scoring responsive and responsible bidder and should be awarded the contract.

ARGUMENT

I. Brekford's proposal was non-responsive, and for purposes of this solicitation, Brekford is a non-responsible bidder.

a. Brekford lacks the experience and capabilities necessary to complete the work.

After the solicitation went out to potential bidders, the city held a pre-bid question and answer for all interested contractors. In response to a question regarding clarification of Section SW5.A.(4) which required each bidder to present some relevant work history, "referencing at least three similar projects describing the scope of work, successes and challenges", the city provided the following written response:

> **Recognizing that the City of Baltimore's program is sizable, we will look for similar projects which demonstrate sufficient scale of program. Similar project and years of experience is as provided in the RFP.**
>
> *Pre-bid question and answer No. 36, see attached exhibit 1.*

Brekford did not demonstrate any history of similar size and scale in its speed enforcement program, and no history whatsoever with red light photo enforcement. Brekford referenced three non-photo enforcement projects -- an "electronic ticketing software integration" project and two "in-car video monitoring system" projects in Montgomery and Prince Georges Counties -- to claim experience with three projects of similar size and scope. These referenced projects do not involve equipment or software utilized to capture red light and speed violations, do not include critical support services within the required program scope, including servicing fixed pole red light and speed cameras, violations processing, and notice printing and mailing.

As to red light enforcement, Brekford provided no evidence of photo red light experience of any kind and provided no red light program references. Based on Brekford's own proposal, ***Brekford has not installed and does not support a single photo red light installation or program in the United States.*** This complete lack of experience and the inability to provide a single photo red light reference would be cause for disqualification in every other major city procurement in the industry.

The automated speed enforcement references provided by Brekford are not of similar size and scope to the City's program. Although Brekford did provide references for three small automated speed enforcement programs in the cities of Laurel, Salisbury and Hagerstown, MD (populations of less than 35,000), the scale of these programs, even assuming that they involved "up to" twelve, twenty and twenty systems, respectively, still would only individually represent a system less than 1/3 the size of the Baltimore City Speed Enforcement program.

b. Brekford proposed a camera system that was not compliant with specifications in the RFP.

According to the solicitation statement of work, "An Offer or is considered Responsible if he or she has documented and demonstrated the technical experience and the capability and commitment to provide all resources, including financial and technical, necessary for the complete and proper performance of the work specified herein." Solicitation, SW4. B.(2).

Section SW4 makes it clear that it is not sufficient for an Offeror to claim that he or she is capable and committed to providing red light camera systems in order to be deemed responsible. Rather, per the express terms of the RFP, the Offeror also must document and demonstrate "technical experience" sufficient to establish the Offeror's capability to perform.

Brekford proposes a "beta" system which has never been installed or operated in a live environment, has never produced a live citation, and has never been subject to court scrutiny. Indeed, Brekford acknowledges its own lack of technical experience on Page 15 of its proposal response when it admits that Baltimore City "will be the first municipality to be offered this technology by Brekford."

Furthermore, the proposal fails to comply with several of the RFP's Detailed Specifications for red light enforcement systems. In particular:

- The Brekford system fails to show the elapsed red phase in the data bar which is both a requirement in section 10 of the RFP and more importantly an industry standard component of red light enforcement system data bars that is fully expected by the Baltimore District Court Judges. Any citations issued by Brekford's system for this fact alone would not be upheld in MD District Courts.

- In addition section 17t of the RFP states that the printed data bar placement must meet specific City standards " 1/3 inch from the bottom of remittance advice section of violation notice" Brekford's system has the printed data bar at the top of the violation image failing to meet this requirement. In addition to not meeting the RFP requirement, placing the data bar at the top of the image allows for the signal to be blocked by the databar voiding all affected citations.

c. Brekford lacks the financial capability to guarantee performance and/or revenue to the city.

Brekford lacks the financial capability to pay even one weeks' worth of liquated damages stated in the RFP for systems not operating, thus should Brekford fail to stand up 81 red light cameras in 90 days, they will be responsible for $500 per day in penalties for those systems not yet installed. With net income towards approximately 500K per year based on their SEC Form

10Q for the first half of 2012, Brekford is unlikely to be able to pay the $567K in liquidated damages for just one week of inoperable red light cameras; much less the even larger liquidate damages if speed cameras are also inoperable.

For all the technical, financial and experiential defects as set forth herein, Brekford's bid was non-responsive, and for purposes of this solicitation Brekford is a non-responsible bidder.

II. Xerox's proposal was improperly determined to be non-responsive.

Despite the numerous shortcomings of Brekford's proposal as set forth above, Brekford was still found to have submitted a responsive bid. On October 10, 2012, this Honorable Board accepted the recommendation from the Bureau of Purchases that Brekford, Xerox, and a third vendor were responsible, responsive bidders, and proceeded to open the price proposals of those vendors. Thereafter, without notice to Xerox, or an opportunity for clarification, the law department overruled the determination made by this Board and ruled that Xerox's proposal was non-responsive.

In section 8.4 of its proposal Xerox stated, "Xerox will have at least one PCU available for deployment in the City capable of enforcing work zone speed restrictions. All technical specifications in place today for the existing PCU program will be met." Based upon information and belief, the law department construed the above sentence to mean that Xerox did not intend to have the have Workzone PCUs attended. This, the law department concluded, constituted an impermissible qualification in the manner Xerox intended to deploy portable camera units in work zones. The intent of Xerox's statement was to simply reconfirm that the highly effective system currently in place in the City of Baltimore would continue to operate at the same high standard in the new contract. The Evaluation of Committee and Bureau of Purchases clearly understand that to have been Xerox's intention or else Xerox would not have been recommended to the board.

CONCLUSION

In accordance with the arguments set forth above, we urge this Honorable Board to award Contract No. B50002246 to Xerox State & Local Solutions, Inc. inasmuch as when all proposals are properly and fairly evaluated, Xerox is the highest scoring responsive and responsible bidder.

Very truly yours,

Robert Dashiell TS

Robert Fulton Dashiell

				revenue basis?. If the city has deemed this to be appropriate, . What controls will be put in place for auditing purposes to reconcile police overtime.	
36	08/15/2012	Jodi Bullard/ACS State & Local Solutions, Inc dba Xerox State & Local Solutions, Inc.	5. Page 8; Section SW5.A.(4) ?at least three similar projects descriing the scope of work, successes	With 81 Red Light, 75 Fixed Speed, and eight (8) PCUs, the City of Baltimore ATVES program is the single largest combined red light and speed program operating in North America. Based on the City?s estimates, the City?s ATVES program will generate more than a half million violation per year, also making it the highest volume program in the United States and Canada. With a population exceeding 600,000, Baltimore is also one of the 20 largest cities in the country. Based on these factors, can the City clarify and define the minimum requirements for a ?similar project? ? for example, population size of the reference program, number of installed systems (red light or speed), total number of annual violations processed, total number of years? experience, etc.? How many similar project references must a vendor provide to meet the minimum requirements for qualifications and responsiveness of this RFP? In general, how many years? experience must a proposer have in red light or speed enforcement?	Recognizing that the City of Baltimore's program is sizable, we will look for similar projects which demonstrate sufficient scale of program. Similar project and years of experience is as provided in the RFP
38	08/20/2012	Richard Morales/Redflex Traffic Systems	Clarification questions	1. Are the liquidated damages negotiable? 2. Is the City looking for a lease to own program since the equipment becomes property of the City? 3. Does the City provide the vendor with space within the City building for the customer services center at no cost to the vendor? 4. Does the City have an expectation for the size of the Customer Service Center (i.e. square footage based on number of employees)? 5. Does the customer service/call center/processing center need to be located in the City of Baltimore or Maryland?	1. No. Liquidated damages are as provided in the RFP. The City views damages as a last resort in achieving corrective action by the vendor, if necessary. 2. No. City owns all system components at the end or termination of contract 3. No. The City will submit an Addendum to remove customer service support requirement relating to program inquiry from the RFP. 4. Not required 5. Not required

MMCA
The Maryland Minority Contractors Association, Inc.

2423 MARYLAND AVENUE, SUITE 201
BALTIMORE, MARYLAND 21218
OFFICE: (410) 235-8303
FAX: (410) 235-8304
1-866-930-MMCA
mmca.inc@gmail.com

Pless B. Jones, Sr.
President

November 6, 2012

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

Stephanie Rawlings-Blake, Mayor
Joan Pratt, Comptroller
Bernard "Jack" Young, President City Council
George Nilson, City Solicitor
Alfred Foxx, Director, Public Works

c/o Harriett Taylor, Secretary/Deputy Comptroller (Via Hand Delivery)

Re: Automatic Traffic Violation Enforcement System/ Solicitation No. B50002246

Your Honorable Board:

The Maryland Minority Contractors Association protests the award of the above referenced contract on the grounds that minority participation was improperly waived. As shown by the fact that the current vendor has achieved significant minority participation, we believe that there are numerous, certified minority contractors that have been and are ready, willing and able to provide goods and services required to perform the work under the contract.

We request to be heard on this matter.

Very truly yours

Pless B. Jones, Sr.

MBE/WBE CONTRACT GOAL INFORMATION SHEET

12-19-11

Contracting Agency: Bureau of Purchases Contract No.: B50002246

Contract Description: AUTOMATIC TRAFFIC VIOLATION, RED LIGHT AND SPEED CAMERA ENFORCEMENT PROGRAM

Agency Contact Person: Bolu Oluwasuji Phone #: 6-5718

Total Estimated Contract Amount: $0.00 (REVENUE CONTRACT)

Trades, Industries, Services or Supplies Required Under This Contract	**Prequalification Code**	**If Prequal Code Not Applicable, Indicate Total # of Available and Qualified Bidders**	**Estimated Cost**	**Estimated % of Total Contract**
Manage, operate the existing red light and speed cameras. Process violations. Improve and upgrade existing equipment and software.	F03300		$0.00	100
		TOTAL	**$0.0**	**100%**

Contract Title and Number: AUTOMATIC TRAFFICE VIOLATION, RED LIGHT AND SPEED CAMERA ENFORCEMENT PROGRAM

This Contract X will be awarded through competitive bidding.

_____ will be awarded to a selected source.

_____ is for professional services.

List services or supplies that the Prime Contractor will not be able to subcontract to another company and will be required to perform with its own workforce:
Minimum of 51% of the work

List services or supplies required under this contract that are available only from a sole source:
None

List services or supplies required under this contract that should be exempt from MBE and WBE subcontracting goals and give reasons:
None

BSM Engineer III — 12/19/2011
Signature and Title of person completing form — Date

Previous Contract number BP-04021 (MBE: 0%, WBE: 0%)

Action by Minority and Women's Business Opportunity Office

The following goals are applied to this contract:

MBE Goal: _____% WBE Goal: _____%

Goals are Waived 2-6-12.

MBE Sub-goals:

African American	____%	Hispanic American	____%
Native American	____%	Asian American	____%

Shirley A. Williams — 12/21/11
Signature — Date

Shirley A. Williams, Chief
Name and Title

Rev 12/07

MMCA
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c/o Harriett Taylor, Secretary/Deputy Comptroller (Via Hand Delivery)

Re: Automatic Traffic Violation Enforcement System/ Solicitation No. B50002246

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We request to be heard on this matter.

Very truly yours

Pless B. Jones, Sr.

LAW OFFICES
SUITE A
13 WEST BIDDLE STREET
BALTIMORE, MARYLAND 21201

PATRICK A. U. OPARA, PH.D*
CLAY C. OPARA*
*ALSO ADMITTED TO D.C. BAR

TELEPHONE (410) 685-0900
FACSIMILE (410) 685-0942

November 4, 2012

Honorable President Bernard C. "Jack" Young
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: Protest - Page 41 - Automatic Traffic Violation Enforcement System/ Solicitation No. B50002246

Dear Mr. President and Honorable Members of the Board:

On behalf of my client, Calmi Electric ("Calmi"), I write to protest the award of the above-referenced contract. Calmi is an African-American owned, Baltimore City based, union electrical firm. The company is certified by both the State of Maryland and City of Baltimore (the "City") as a minority business enterprise ("MBE") (Maryland Department of Transportation certification 87-154; City of Baltimore certification 89-000283). Calmi currently works as a sub-contractor on the City's existing Red Light and Speed Camera enforcement program. Since 1998, my client and its twenty employees have worked to install both speed and red light cameras in the City as a sub-contractor to Xerox State & Local Solutions, the incumbent provider. As a result of the City's violation of its own Minority Business statute, my client's company stands to lose a significant portion of its business if this award is made by the Board today.

The procurement was issued with no minority participation goal, despite the fact that currently my client and other minority firms are performing work in the City under the current contract. (When asked at the pre-bid meeting why the goal was set at 0%, the purchasing agent responded the requirement had been waived due to the technical complexity of the solicitation. (See attachment 1, Nicolas Affidavit, item 5). This bald assertion is contradicted by my clients 14

years of service to the City on this contract and the fact that currently Xerox has exceeded 14% MBE participation on BP04021. (Nicolas Affidavit, item 3).

Furthermore, even a cursory review of the contract's specifications and list of certified minority businesses registered with the City would require that in order to be in compliance with the City Code, a minority participation goal is required on this contract. In fact, the Department of Law's Minority and Women's Office (the "Office") has certified 36 local electrical contractors, who like my client are capable of performing this work. (See attachment 2, a list of qualified contractors from the City's own website).

In light of this blatant disregard for the City's W-MBE laws, I respectfully request this honorable board - in the best interest of the City and its minority business program - to retract this award and issue a new procurement with an appropriate minority business goal. On behalf of my client, I request to be heard on this matter before the Board today.

Baltimore City Code, Finance and Procurement Article

Under the Baltimore City Code, Art. 5, Finance and Procurement, Section 28-3, Minority and Women's Business Enterprise, the Mayor and City Council adopt as policy for the City a program which, in sum:

1. Recognizes discrimination has occurred in major City contracting markets with the effect of the underutilization of minority business enterprises.
2. Mandates that a goal must be set to remedy this historic discrimination by:
    a. Setting rationale and flexible goals related to the disparity identified in the City's contracting markets;
    b. Instituting remedies to rectify those disparities; and
    c. Sets as goal on a contract by contract basis, W-MBE participation goals. (section 28-3).

The clear and unambiguous policy of the City is to promote equal business opportunity in its contracting process by encouraging full and equitable participation by minority and women's business enterprises on procurement contracts. (Section 28-4 b). The statute requires ***liberal construction of the statute to achieve the purpose of including historically discriminated against businesses in City procurement.*** (Section 28-5). Thus, the Board's interpretation and application of the City Code should be done in the light most favorable to furthering the goals of including historically disadvantaged businesses.

Under the law, the City and its agencies through the Mayor's Minority Women's Business Opportunity Office (the "Office") are required to set goals which consider:

(1) The availability in various industry classifications MBEs qualified and willing to participate in the particular contract;
(2) The level of utilization of those firms in past contracts awarded by the City;
(3) The contract specifications;
(4) The adverse impact to non-MBE and WBEs; and

(5) Any other relevant factors. (section 28-22)

Applying these factors to the case *sub judice*:

1) The service required to install and maintain red light and speed cameras is basic electrical work. Minimal training is required for experienced electrical contractors and the City maintains a list of qualified W-MBE firms able to perform this work. Calmi, who has performed this work for the past 14 years, was never contacted by the City to determine the nature of the work or their willingness to perform the work as a subcontractor. Furthermore, the City has a list of 39 contractors certified to perform this work which on its face demonstrates an availability of contractors. (Attachment 2).

2) ACS has utilized minority contractors on this contract at various levels for the past 14 years and currently has exceeded 14% participation on BP04021. (See Nicolas affidavit attached.) Thus, ability and availability of W-MBE firms to perform on this contract is demonstrated and easily obtainable.

3) The contract specifications do not require special skills so unique that W-MBE firms are incapable of performing the work. As evidence of this fact, my client has performed under this contract since 1998.

Based upon the application of these factors, with basic due diligence, some level of minority participation should have been required on this contract by the Office. The failure to set a goal is an impermissible violation of the applicable law and renders the current and pending award impermissible.

In order for the goal to be waived (Section 28-61) the Agency must demonstrate to the Office:

1. The reasonable and necessary requirements of the contract render subcontracting or participation by minority business infeasible; or

2. That at minimum two qualified certified business enterprises capable of providing the goods or services required by the contract are unavailable in the City market area despite every feasible attempt to locate them.

If those criteria are met, the Office may waive a portion of the goal commensurate with the unavailability of responsible and willing contractors. In this case, that prong cannot reasonably asserted.

Since 1998, when this contract was first awarded, my client, a certified MBE has performed the installation and repair of red light cameras throughout Baltimore City. Since 2009, my client has installed cameras, replaced broken cameras, and fixed on-site electrical problems. As stated, my client is a City-certified minority contractor, whose business is located in Baltimore. Calmi, through its past performance, has demonstrated a proficiency at performing the electrical, maintenance and installation work of these cameras. As an electrician with over 30 years of

experience, Calmi asserts the work performed is not beyond the capabilities of minority electrical firms in the Baltimore area. Their very performance is evidence that a waiver under item 1or 2 as outlined above would be improper.

Moreover, as a business owner trying to keep its doors open in these difficult economic times, it stands to reason, Calmi and many of its colleagues who own similarly qualified firms, are available and need the work. Thus in light of the City's own list of contractors, a waiver under item 2 would be improper in light of the City's own list of qualified W-MBE's (attachment 2).

Contrary to what basic due diligence would require of the Department of Transportation ("the Agency") or the Office, at no time prior to this submission did the Agency or Office inquire as to whether my client would be willing to continue working on this contract. Nor was my client ever contacted to determine how much they have been paid or the difficulty of the work performed. Furthermore, no attempt was made to contact the incumbent vendor to determine whether W-MBEs were utilized (Attachment 1).

In fact, a cursory look at the City's own W-MBE certified firms capable of providing electrical and mechanical services demonstrates an abundance of firms qualified to perform this work. Simply put, my client has capably performed this work in Baltimore for 14 years and would like the opportunity to continue to do so under a properly-issued procurement in compliance with the City's W-MBE goals. An award in the face of the failure of the Office or the Agency to set a goal will significantly harm my client and its employees by acting as a de facto termination of its engagement.

Conclusion

Respectfully, in light of the Office's and Agency's failure to establish reasonable W-MBE participation as required by the City Code, my client has been denied their lawful opportunity to participate in the procurement process entitled Automatic Traffic Violation Enforcement System/ Solicitation No. B50002246. We request the Board, acting under its authority as delineated in the Baltimore City Charter, Article VI, section 11 (g)(i), vacate the current award and issue a request for proposals that contains the proper W-MBE goals. Awarding this contract would be contrary to the plain language and spirit of the City's own guiding statute and damaging to my client's business.

Sincerely,

Clay Opara
Attorney at Law

Ryan Nicolas
Director, MD Photo Enforcement

Xerox State & Local Solutions
1800 Washington Blvd.,
Suite 440
Baltimore, MD 21230

Ryan.nicolas@xerox.com
Tel 443.957.2455
Fax 443.957.2463

AFFIDAVIT

City of Baltimore)
Maryland)

BEFORE ME, the undersigned authority, on this date personally appeared Ryan Nicolas, and having been duly sworn, did upon his oath depose and state:

1. My name is Ryan Nicolas. I am over the age of twenty-one (21), suffer from no legal disabilities, and I am fully competent to make this affidavit. The statements herein made are within my personal knowledge and are true and correct.

2. I am the Director of Photo Maryland Enforcement Operations of Xerox State & Local Solutions, Inc. Xerox services submitted on August 29, 2012 (Initial Proposal Response) to Baltimore City solicitation B50002246 for Automated Traffic Violation Enforcement Systems.

3. Xerox is the current provider of ATVES for the City of Baltimore where we currently exceed 14% MBE participation on BP04021.

4. Xerox was not contacted at any time during the procurement process to provide information on our MBE participation on the existing contract.

5. The question on the 0% Minority requirement was raised by a vendor present at the pre-bid meeting held at the Bureau of Purchases on August 9, 2012. The response by the purchasing agent was the requirement has been waived due to the technical complexity of the solicitation.

"Further Affiant sayeth not."

Ryan Nicolas
Xerox State & Local Solutions, Inc.

SUBSCRIBED AND SWORN TO before me by Ryan Nicolas on this 6th day of November, 2012.

Notary Public

My Commission Expires: Nov. 28, 2015

PARIS M. JEFFERSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 28, 2015

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
[redacted]		
Address: 2300 York Road, Suite 208 Timonium, Md 21093-	01-004040	
Title: Mr. Andre Mellerson E-Mail: amsonelectric@verizon.net Phone: (410)252-3831 Fax: (410)252-3832 Certified Date: Jun 6 2011 Expiration Date: Jun 5 2013 Extension Date: Services: ELECTRICAL CONSTRUCTION & REPAIR, ELECTRICAL MATERIALS SUPPLIER, ELECTRICAL CABLE CONSTRUCTION		
[redacted]		
Address: 6908 Eastern Avenue, Suite C Baltimore, Md 21224-	08-005041	
Title: Mr. Kevin Cosby E-Mail: acpower@acpowerinc.com Phone: (410)288-1940 Fax: (410)288-1941 Certified Date: Apr 1 2011 Expiration Date: Mar 31 2013 Extension Date: Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 218 E. Lexington Street, Suite 701 Baltimore, Md 21202-	12-358234	
Title: Mr. Joseph Crane E-Mail: joe@myabodeinc.com Phone: (410)962-5440 Fax: (410)962-5442 Certified Date: Apr 9 2012 Expiration Date: Apr 9 2014 Extension Date: Services: ELECTRICAL SERVICES		
[redacted]		
Address: 5633 Reisterstown Road Baltimore, Md 21215-	11-358085	
Title: Mr. Bechir Ben Henia E-Mail: Phone: (410)961-2121 Fax: ()- Certified Date: Mar 18 2011 Expiration Date: Mar 17 2013 Extension Date: Services: CONSTRUCTION MANAGEMENT, CARPENTRY, DRYWALL, PAINTING, FLOORING, WINDOWS, DOORS, CONCRETE, ELECTRICAL CONTRACTOR		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
[redacted]		
Address: 9110 Red Branch Road, Unit O Columbia, Md 21045-	07-004820	
Title: Mr. Cristian Ceballos E-Mail: vceballos@ambercontractors.com Phone: (443)864-4972 Fax: (443)864-4986 Certified Date: Sep 4 2012 Expiration Date: Sep 4 2014 Extension Date: Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 2606 Garrison Boulevard Baltimore, Md 21216-	10-357846	
Title: Mr. James R. Hurtt E-Mail: james.hurtt@americancontractorsofbaltimore.com Phone: (410)361-1423 Fax: (410)779-9240 Certified Date: Jan 26 2010 Expiration Date: Jan 26 2012 Extension Date: Extended Date: Jan 30 2013 Services: CARPENTRY, DRYWALL AND INSULATION, PAINTING AND WALL COVERINGS, FLOORING, SITEWORK AND DEMOLITION, CONSTRUCTION MANAGEMENT, BUILDING INSPECTION SERVICES, RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL BUILDING CONSTRUCTION, ELECTRICAL CONTRACTORS, FURNISH AND INSTALL TELECOMMUNICATIONS EQUIPMENT; CABLE SPLICING ; PLUMBING/GASFITTER; HVACR; FIRE SPRINKLER INSTALLATION; UTILITIES		
[redacted]		
Address: 2216 Cloville Avenue Baltimore, Md 21214-	05-004644	
Title: Mr. Jerry Williams E-Mail: BMWLLCJW@aol.com Phone: (410)426-7624 Fax: (410)426-0214 Certified Date: Jan 12 2011 Expiration Date: Jan 11 2013 Extension Date: Services: ELECTRICAL		
[redacted]		
Address: 5201 Walther Avenue Baltimore, Md 21214-	06-004689	
Title: Mr. Chet M. Brown E-Mail: Brown-Tisdale@comcast.net Phone: (410)319-4163 Fax: (410)319-7253 Certified Date: Aug 10 2010		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Expiration Date: Aug 9 2012		
Extension Date: Extended Date: Jan 11 2013		
Services: ELECTRICAL CONTRACTING AND SERVICES		
[redacted]		
Address: 31 Walker Avenue, Suite 120 Pikesville, Md 21208-	12-358238	
Title: Mr. Joseph Cofield E-Mail: joe@cfgcontracting.com		
Phone: (410)580-2998 Fax: (410)580-0065		
Certified Date: Apr 12 2012		
Expiration Date: Apr 12 2014		
Extension Date:		
Services: ELECTRICAL SERVICES		
[redacted]		
Address: 220 N. Franklintown Road Baltimore, Md 21223-	89-000283	
Title: Mr. Calvin Mims E-Mail: calvinmims@calmielectric.com		
Phone: (410)624-3284 Fax: (410)624-3285		
Certified Date: Oct 4 2011		
Expiration Date: Oct 3 2013		
Extension Date:		
Services: ELECTRICAL		
[redacted]		
Address: 14 North Carey Street, Suite 104 Baltimore, Md 21223-1818	89-000733	
Title: Mr. Daniel Williams E-Mail:		
Phone: (410)539-4000 Fax: (410)528-8842		
Certified Date: Oct 4 2010		
Expiration Date: Oct 3 2012		
Extension Date: Extended Date: Jan 3 2013		
Services: HVAC, HVAC/GAS CONVERSIONS, RESTORATION OF COOLING TOWERS (SALES, SERVICE AND INSTALLATION), ELECTRICAL SERVIES		
[redacted]		
Address: 5450 Reisterstown Road, Suite 101 Baltimore, Md 21215-	04-004585	
Title: Mr. Michael Onyeje E-Mail: info@aframinc.com		
Phone: (410)764-1046 Fax: (410)764-1047		
Certified Date: Aug 29 2012		
Expiration Date: Aug 29 2014		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Extension Date:		
Services: GENERAL ELECTRICAL INCLUDING WIRING & TRANSFORMERS, CABLING, COMPUTER WIRING, GEAR WORK, CAMERA LIGHTING		
[redacted]		
Address: 5447 Belle Vista Avenue Baltimore, Md 21206-	08-005179	
Title: Mr. Earnest T. Pigatt E-Mail: Earnie4415@yahoo.com		
Phone: (410)493-2388 Fax: (410)814-3081		
Certified Date: Mar 11 2011		
Expiration Date: Mar 10 2013		
Extension Date:		
Services: ELECTRICAL WORK		
[redacted]		
Address: 9375-A Gerwig Lane Columbia, Md 21046-	03-004321	
Title: Ms. Nancy E. Sebastian E-Mail: nancy@electricmasters.biz		
Phone: (410)381-8940 Fax: (410)381-9053		
Certified Date: Oct 18 2010		
Expiration Date: Oct 17 2012		
Extension Date: Extended Date: Jan 17 2013		
Services: ELECTRICAL AND COMPUTER CABLING		
[redacted]		
Address: 2514 Maryland Avenue, Suite 1 Baltimore, Md 21218-	11-358159	
Title: Ms. Mi Owens E-Mail: electrostat@live.com		
Phone: (443)683-6212 Fax: ()-		
Certified Date: Aug 31 2011		
Expiration Date: Aug 30 2013		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 9 Chadford Ct. Baltimore, Md 21220-	08-004977	
Title: Mr. Emmanuel Falusi E-Mail: emfalengcorp@yahoo.com		
Phone: (443)629-6428 Fax: ()-		
Certified Date: Aug 5 2010		
Expiration Date: Aug 4 2012		
Extension Date: Extended Date: Jan 4 2013		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Services: ELECTRICAL INSTALLATION, REPAIR, MAINTENANCE & CONSTRUCTION SERVICES		
[redacted]		
Address: 6435 Ruxton Drive Elkridge, Md 21075-	10-357863	
Title: Mr. Lionel Thomas E-Mail: Ltomees@verizon.net		
Phone: (410)579-8880 Fax: (410)579-8084		
Certified Date: Oct 9 2012		
Expiration Date: Oct 9 2014		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 2039 Fleet Street Baltimore, Md 21231-	88-000764	
Title: Ms. Frances Borzymowski E-Mail:		
Phone: (410)342-5170 Fax: (410)276-5207		
Certified Date: Sep 29 2011		
Expiration Date: Sep 28 2013		
Extension Date:		
Services: COMMERCIAL AND RESIDENTIAL ELECTRICAL WIRING		
[redacted]		
Address: 4508 Woodlea Avenue Baltimore, Md 21206-	09-005305	
Title: Mr. Stephen D. Harris E-Mail: hmellc1@comcast.net		
Phone: (410)325-2243 Fax: (410)325-4477		
Certified Date: Nov 8 2011		
Expiration Date: Nov 7 2013		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 4311 Kathland Avenue Baltimore, Md 21207-	05-004554	
Title: Mr. Kevin A. Brown E-Mail: Hiswayelectric2@aol.com		
Phone: (410)448-7978 Fax: (410)448-7932		
Certified Date: Jul 20 2011		
Expiration Date: Jul 19 2013		
Extension Date:		
Services: ELECTRICAL		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
[redacted]		
Address: 9015-B Maier Road Laurel, Md 20723-	09-005350	
Title: Mr. Henry Hunt E-Mail: hhunt@huntconsulting.net		
Phone: (301)490-3355 Fax: (301)490-3833		
Certified Date: Sep 8 2011		
Expiration Date: Sep 7 2013		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 6030 Daybreak Circle, Suite A-150 Clarksville, Md 21029-	10-357970	
Title: Ms. Tawanda Smith E-Mail: tsmith@ifoscorp.com		
Phone: (301)837-9735 Fax: (301)837-9734		
Certified Date: Aug 6 2010		
Expiration Date: Aug 5 2012		
Extension Date: Extended Date: Jan 5 2013		
Services: ELECTRICAL CONTRACTOR, DRYWALL, PAINTING & WALL COVERINGS, FINISH CARPENTRY, CERTIFIED PUBLIC ACCOUNTANT, INFORMATION TECHNOLOGY SERVICES, ADMINISTRATIVE MANAGEMENT, HUMAN RESOURCES, CONSULTING SERVICES		
[redacted]		
Address: 9714 Marriottsville Road Randallstown, Md 21133-	11-358174	
Title: Mr. Bernard Stokes, Jr. E-Mail: LRSTOKESLLC@comcast.net		
Phone: (410)977-1682 Fax: (410)655-3719		
Certified Date: Sep 29 2011		
Expiration Date: Sep 28 2013		
Extension Date:		
Services: ELECTRICAL CONSTRUCTION, CONSTRUCTION PROJECT MANAGEMENT		
[redacted]		
Address: 832 A Oregon Avenue Linthicum, Md 21090-	10-357921	
Title: Ms. Hilary Yoder E-Mail: mike@lightingmaintenance.com		
Phone: (877)279-7373 Fax: (877)279-7574		
Certified Date: May 21 2010		
Expiration Date: May 20 2012		
Extension Date: Extended Date: Jan 30 2013		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Services: ELECTRICAL MAINTENANCE, REPAIR, AND INSTALLATION; OUTDOOR, ATHLETIC FIELD AND SPORTS LIGHTING		
[redacted]		
Address: 4001 Coolidge Avenue Baltimore, Md 21229-	89-000566	
Title: Mr. Richard J. Colon E-Mail: colonrj@maceelectric.com		
Phone: (410)247-1920 Fax: (410)247-1595		
Certified Date: Mar 29 2011		
Expiration Date: Mar 28 2013		
Extension Date:		
Services: ELECTRICAL CONSTRUCTION/MAINTENANCE SERVICE AND DESIGN, WHOLESALE AND RETAIL DISTRIBUTION OF ELECTRICAL CONSTRUCTION COMMODITIES AND EQUIPMENT, AUTO TEMPERATURE CONTROL		
[redacted]		
Address: 2603 North Rolling Road, Suite 310 Windsor Mill, Md 21244-	04-004521	
Title: Mr. Frank Chapman E-Mail: mikeo@nativesons.org		
Phone: (410)298-2208 Fax: (443)200-2918		
Certified Date: Feb 22 2007		
Expiration Date: Oct 16 2009		
Extension Date: Extended Date: Jan 12 2013		
Services: AUTOMATIC TEMPERATURE CONTROL, DUCT LINE CONSTRUCTION, ELECTRICAL, FIRE PROTECTION SYSTEMS, ELECTRONIC PROTECTION SYSTEMS, INSTALLATION FOR CABLE COMMUNICATIONS SYSTEMS, INSTRUMETNATION		
[redacted]		
Address: 5315 Barbara Avenue Baltimore, Md 21202-	10-358002	
Title: Mr. Enrique Pajardo E-Mail: epajardo@hotmail.com		
Phone: (410)485-9122 Fax: (410)484-0669		
Certified Date: Oct 1 2010		
Expiration Date: Sep 30 2012		
Extension Date: Extended Date: Dec 30 2012		
Services: ELECTRICAL SERVICES AND INSTALLATION		
[redacted]		
Address: 1431 N. Central Avenue Baltimore, Md 21202-	03-004302	
Title: Mr. Christopher Braswell E-Mail: personalelectric@verizon.net		
Phone: (410)254-5501 Fax: (410)254-6589		
Certified Date: Sep 11 2012		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company	Cert No	Type
Expiration Date: Sep 11 2014		
Extension Date:		
Services: ELECTRICAL LIGHTING AND INSTALLATIONS		
[redacted]		
Address: 204 Stanlake Road Owings Mills, Md 21117-	10-358004	
Title: Mr. Patrick Nelson E-Mail: Patricknelson204@comcast.net		
Phone: (443)277-1599 Fax: (410)902-7776		
Certified Date: Oct 18 2010		
Expiration Date: Oct 17 2012		
Extension Date:		
Services: ELECTRICAL CONTRACTOR		
[redacted]		
Address: 5628 Knell Avenue Baltimore, Md 21206-	11-358059	
Title: Mr. William Wright-El, Jr. E-Mail: info@pro-energyelectric.com		
Phone: (443)413-4687 Fax: (410)483-7201		
Certified Date: Jan 14 2011		
Expiration Date: Jan 13 2013		
Extension Date:		
Services: ELECTRICAL CONTRACTOR, ELECTRICAL SUPPLIES AND MATERIALS		
[redacted]		
Address: 220 Log Canoe Circle, Suite E Stevensville, Md 21666-	10-357969	
Title: Mr. Robert Beasley, Jr. E-Mail: RBeasley@rjbeasley.com		
Phone: (410)604-3950 Fax: (410)604-3948		
Certified Date: Aug 3 2010		
Expiration Date: Aug 2 2012		
Extension Date: Extended Date: Jan 2 2013		
Services: ELECTRICAL CONTRACTOR, SUPPLIER OF ELECTRICAL COMPONENTS AND PARTS.		
[redacted]		
Address: 3004 Ridgewood Avenue Baltimore, Md 21215-	94-002484	
Title: Ms. Cynthia M. Silverblatt E-Mail: cindi@silverblattelectric.com		
Phone: (410)367-4000 Fax: (410)466-0830		
Certified Date: Oct 18 2011		
Expiration Date: Oct 17 2013		

CITY OF BALTIMORE

DEPARTMENT OF LAW

MINORITY AND WOMEN'S

BUSINESS OPPORTUNITY OFFICE

Printed Results from Search

Company Cert No Type

Extension Date:

Services: ELECTRICAL CONTRACTOR

[redacted]

Address: 6500 Windsor Mill Road Baltimore, Md 21207- 10-358037

Title: Ms. Shantel Mason E-Mail: shantech.electric@gmail.com

Phone: (443)743-3838 Fax: (443)743-3784

Certified Date: Dec 9 2010

Expiration Date: Dec 8 2012

Extension Date:

Services: ELECTRICAL CONTRACTOR

[redacted]

Address: 5121 Greenwich Avenue Baltimore, Md 21229- 05-004642

Title: Ms. Angela B. Cornish E-Mail: angie@signature-electric.com

Phone: (410)947-7886 Fax: (410)947-7786

Certified Date: Mar 4 2011

Expiration Date: Mar 3 2013

Extension Date:

Services: ELECTRICAL

[redacted]

Address: 2710 Roslyn Avenue Baltimore, Md 21216- 09-357749

Title: Mr. Larnell Gross E-Mail: twinelectric@hotmail.com

Phone: (443)240-0270 Fax: ()-

Certified Date: May 14 2012

Expiration Date: May 14 2014

Extension Date:

Services: ELECTRICAL CONSTRUCTION AND MAINTENANCE

[redacted]

Address: 3508 Richmond Avenue Baltimore, Md 21213- 99-003721

Title: Mr. Steven Gayles E-Mail: UniverES@aol.com

Phone: (410)235-4595 Fax: (410)235-9898

Certified Date: Mar 12 2010

Expiration Date: Mar 11 2012

Extension Date: Extended Date: Jun 11 2012

Services: ELECTRICAL

Mr. Krus: "Good morning. Tim Krus, Bureau of Purchases. This is a recommendation for award of the Automatic Traffic Violation Enforcement System to Brekford Corporation. Bids were posted technical and price evaluation occurred and Brekford was the highest scoring responsive and responsible bidder."

President: "Okay."

Mr. Jones: "Good morning madam Mayor and President of the Council and other members of the Board. I am Pless B Jones, Sr. President of Maryland Minority Contractors Association and I am here today because this contract does not have any MBE listed on it. We have contractors, Calvin Mims; Calmi Electric, Kidd Electric and a lot of contactors who could do this work and I just don't see why we have not -- you don't include some MBE. I mean the Mayor's Task Force on -- isn't it trying to increase the MBE and increase the goals and ways that we can get into the contracting opportunity, you know as a general contractor and see this comes kind of like hit our members in the face."

Mr. Krus: "Tim Krus, Bureau of Purchases. I would point out that when the goals were established for this particular solicitation there was not a lot of installation work pondered, so this was substantially different from previous solicitations. This bid was posted openly and there was ample opportunity for

vendors or potential subs to question the lack of goals at that time and receive an answer."

City Solicitor: "Mr. Krus when was the bid posted and did the posting of the bids specifically indicate that MWBOO goals were waived?"

Mr. Krus: "Yes it did. It was posted in August."

City Solicitor: "And do you know when the determination was made to waive the MBE goals?"

Mr. Krus: "The determination was made um --."

Director of Public Works: "December."

Mr. Krus: "December."

City Solicitor: "December of 2011?"

Mr. Krus: "December of 2011. So that determination is typically made once based on the specific criteria of this solicitation and then not revisited."

City Solicitor: "And can you -- you said that this work unlike the work going back to when speed cameras and red light cameras first came along, this work is not for installation but more for maintenance. Can you break that down for us or is that a --?"

Mr. Krus: "We actually, although we asked vendors to give us responses on installation um -- we did not ponder any specific installation at the time of the solicitation."

President: "The Comptroller has a question. Can you use the mic please?"

Comptroller: "Sure. Do you see where there could be some participation from minority participation? He said there's none but if there's going to be a new vendor it seems like there would be some installation of those vendors."

Mr. Jones: "Yes. We have Mr. Calvin Mims here from Calmi Electric whose been doing these services and also installation of the cameras for the past ten years."

Mr. Mims: "Yes, since 1998."

Mr. Jones: "Since 1998. I think he installed the first one, is that right? I'll let him speak for himself because he's the electrician -- he's going to be doing it and I think it's the same thing he's been doing."

Mr. Opara: "Thank you very much. My name is Clay Opara and I represent Mr. Mims, Calmi Electric. It's really important that you understand that since 1998, Calmi Electric a MBE certified State and City company has installed these devices. They installed them. This particular bid came out with no MBE requirement. The statement that the -- there's no MBE requirement, we put that out there and there's been no complaints. Well, the statute does not say that. I submitted

to you three documents today, a cover letter, another document which shows all MBE certified electricians. This work is pedestrians, not complicated, not sending anybody to the moon. So they could easily find these MBE certified folks and there's a list of them. That's A. B, you have affidavit submitted by Xerox and in that affidavit Xerox is indicating that nobody from the City contacted them requiring or inquiring about MBE participation. They received no contact. But, the statute says, what the Code says, if you refer to my letter of page three it says the following. If in fact there's going to be no minority participation and no MBE participation, if there's going to be a waiver, this is what the agency must do. They must show the first the reasonable and necessary requirements of the contract render subcontracting or participation by an MBE infeasible. Now, how can they show that when my client has already installed the devices? It's it's phenomenal. I would like to say it's unprecedented, but it's not. The second thing they must show, that at a minimum two qualified certified business enterprises capable of providing the goods or services required by the contract are unavailable in the City market area, despite every feasible attempt to locate them -- preposterous. You have the list. It is voluminous of all the

certified MBE electrician companies that can do this work. I gave you that list. So those are the two prongs. The two prongs that must be met by the agency. Neither of those two prongs can be met, and to -- say and to the solution is, 'well we got a new prime contractor, why don't you guys go and talk to him. Maybe he'll let you in the deal.' That is incredible. This particular bid needs to be rebid in compliance with Maryland Law, especially in light of the fact that my client has worked on the existing contract since 1998, and then the bid comes out with no minority requirement. We can't create law here. The law exists on the books, I am asking that they be complied with to the letter, and when you couple that with the fact that we got somebody who's existing on the contract, whose doing about probably three or four hundred thousand dollars a year, it's going to crush his business, without any justification whatsoever and it's okay if somebody dropped the ball. That's okay. But just admit it, let's move on and do it correctly, that would be my contention this morning. Thank you."

City Solicitor: "Mr. Opara, do you know whether either your client or the incumbent provider raised an issue about the waiver of the MBE requirements when the contract was posted in August or earlier?"

Mr. Opara: "I, I --."

Mr. Dashiell: "We didn't have a waiver because we have --."

City Solicitor: "I'm sorry."

Mr. Dashiell: "If I may."

President: "Could you --."

Comptroller: "State your name."

Mr. Dashiell: "My name is Robert Fulton Dashiell. Good morning and these three folks on the end are all from Xerox and they are my clients. I won't take up your time by introducing all of them they can do that when if there's an opportunity for them to speak. But the answer to your question Mr. Nilson, we didn't request a waiver because we have it. We have, we have it --."

City Solicitor: "Because that's --."

Mr. Dashiell: "We have –- we have on the current contract I think 13% MBE participation even though it wasn't required, and we intended going forward to maintain at least that level of participation. So the issue quite frankly of not being required was never an issue for my client. So, no we didn't ask for a waiver because we didn't' need it, and we're not asking for it today, and in fact to be -- you know if it weren't for the fact probably that my client has achieved it without having been required I'd probably be saying, 'me too' to what Mr. Opara is

saying. But we have a different -- we have a different position on this particular procurement and as soon as this Board is ready to move on to hear --."

City Solicitor: "Right. The other question to Mr. Opara is whether this particular subcontractor to you knowledge raised an issue about the waiver of the MBE of an MBE requirement on the new contract, back when this contract was posted in August?"

Mr. Opara: "Mr. Nilson he indicated to me that he did not."

City Solicitor: "Okay."

Mr. Opara: "But if I may opine on that issue. The –- the shifting of the burden is not required or memorialized in the law. The burden in its initial stage is with the agency."

City Solicitor: "But I -- I appreciate that. I am not saying that a failure to raise it back in August means you know, that MWBOO is home-free."

Mr. Opara: "I understand."

City Solicitor: "I'm not saying that. I was just asking."

Mr. Opara: "Yes, thank you."

City Solicitor: "Maybe Mr. Corey would like to speak now?"

Mr. Corey: "Not the only thing we have to say from -- I'm sorry. Thomas Corey, Chief of the Minority Women's and Business Opportunity Office. When the contract was originated in 2003,

it was understood by ah -- my office from information from the buyers and the engineer at the time that participation could not have been had because it required specialized contractors to perform the work. We ah -- went into it and tried to find out and make sure that was correct information and we came away believing that it was. At the time that the contract was awarded in 2003, there was no one protesting the fact that there was ah -- no MBE participation on it, so we had no else saying to us that, 'you're wrong MWBOO, there can be participation.' The first that we've heard that participation can be had and was done on this contract is this morning."

Comptroller: "Mr. Corey, what kind of specialized services did you find out that was needed that minorities couldn't perform?"

Mr. Corey: "If I could recall correctly is that the, the equipment was a specialized nature and it was proprietary and only the vendor that they were hiring could install it, and that was the information that was given to us and that 98% of the contract had to -- was going to be performed by this specialized vendor and perhaps only one percent of the contract would require some electrical work and since it was a revenue generating contract the amount of money involved was not known

at the time. So it would have been even more difficult to put goals on it."

Comptroller: "What was the specialized vendor, what was the name of the company?"

Mr. Corey: "Whose that, ACS, who won? ACS."

City Solicitor: "And I'm sorry, you said that the vendor I'm sorry the buyer gave you that information. Was it our City buyer, was it the head of the Purchasing Bureau, I mean who gave you that?"

Mr. Corey: "It was the City buyer and engineer um at the time um -- provided the information. He did the breakdown and we questioned whether or not there could be participation in this contract based on just common sense looking at it, and then he being an engineer and the technical person on it we had to live with his assessment of it. I had no way of really, really challenging him on the information, and ah we it was advertised with no goals, zero, zero goals and there were no protests at the time of that -- our assessment. So --"

Mr. Kendrick: "Good morning, Jamie Kendrick, Department of Transportation. We were certainly a part of providing the information to Mr. Corey's office via Purchasing. I think what I would say in this case the instant contract here is for

effectively the Operation and maintenance of an existing system. On the prior two contracts, it was largely for the installation and Operation of this system. The installation being the better part of the contract. Here, the City did not require any new installation of cameras. We left it to the option we might -- want to, but there was no requirement that we install any new cameras. So, there that in and of itself makes it very difficult to segment the work most of which really becomes back office processing."

President: "Okay."

Mr. Opara: "Is there is there -- any distinction from a technical point of view between the new contract and the prior contract in terms of whether somebody needs to be to a certain extent astute to do the new contract or is that as pedestrian as the first contract?"

Mr. Kendrick: "There are two contracts that are almost the total opposite in terms of the nature of the work. The first contract dating back to 1999 and then 2003, I believe were for the installation. So there was heavy, one would almost call it capital ah work being done in terms of the physical installation of the cameras. The digging the pole foundations, inserting the poles, setting up wiring into the existing signal system

etcetera. This system includes, excuse me, this contract includes none of that. This is simply for the maintenance and installation excuse me, the maintenance and Operation of the existing system. The City reserves the right to install a handful of new cameras but we have put that solely at the City's discretion."

Mr. Opara: "Mr. Mims is that something that you would find technically different and challenging from the first contract?"

President: "You have to speak into the mic, you have to -- and state your name."

Comptroller: "State your name.'

Mr. Dashiell: "If I may just a second. I just want to correct something. That is the bid that is being recommended for award to this Board is not to maintain the existing system, it's to do one or the other, that's one of our problems. The proposal that was submitted says that they are going to do one or the other and never says which one they are going to do. It never says that is it never says whether they are going to maintain the existing system or install a whole new system. It describes a whole new system which has never been tested in fact it says the City is going to be a first guinea pig. So to conclude before this Board that the proposed awardee is going to do something

that the awardee has in fact offered in the alternative is not appropriate."

Mr. Kendrick: "If I may, what I think Mr. Dashiell is referring to is our contract solicitation here says that and based on the prior contract is to maintain the existing system. However, the RFP also provides that the vendor may provide post award an alternative system which is at the City's discretion to use or not use. So, if nothing changed, the day that this contract takes effect, the new vendor will Operate the existing system. Now, I realize there is probably some legal issues that are going to be debated regarding licensing etcetera. But, if nothing were to change on January 2nd, or whatever the effective date is, they would be maintaining 81 existing cameras. Nothing more, nothing less."

Mr. Dashiell: "With all due respect to Mr. Kendricks, the proposal that was submitted by Brekford said did not say which one they were going to do. They had the option of doing either. If after the award they proposed a new system and the City rejected, they can walk away. They are not they were not being required to maintain the existing system, that's not what the RFP says."

Mr. Kendrick: "I'm not sure --."

Mr. Dashiell: "The RFP gives the vendor the option of doing one or the other. They said we will do one or the other. They did not say which one they would do."

Mr. Krus: "Either way that option does not necessarily involve the reinstallation of the cameras."

Mr. Dashiell: "That's correct, it doesn't necessarily, But I was responding to Mr. James -- after Mr. Kendrick's statement that they were, that it was necessarily excluded -- that it was only it was for certain simply a maintenance contract, maintenance of existing equipment and that isn't by no means certain."

City Solicitor: "I thought that what you said was that anything else would be at the option of the City."

Mr. Dashiell: "That's not true. That is not what the RFP says and that is not what the proposal from the vendor says."

President: "Anybody else?"

Mr. Dashiell: "Yeah, if I may, while you deliberate that. Again, Robert Fulton Dashiell, I represent Xerox. This very discussion indicates what my problem, what my client's problem really is here. This was not a level playing field for my client's perspective, and I am not going to go through

everything that's in the letter. I'm going to ask the people behind me not to speak in my ear, because it's distracting."

President: "Yeah, I was getting to tell them."

Mr. Dashiell: "One of the key requirements in the RFP that the successful vendor had to establish was that it had the experience Operating a system of the same size and essentially the same equipment that is in the current system. That was brought out and clarified in the pre-bid meeting and was recorded as a part of the minutes of that meeting as the minutes are attached as an Exhibit to my letter. Brekford has none of that. Brekford has never Operated a system of the same size as Baltimore City. They have never Operated a system with the same equipment that's in Baltimore City and the equipment that they suggested they may use they described as being beta. Now --."

City Solicitor: "Mr. President, I'm sorry, what we are getting into that's sort of last issue in the array of issues which is the re-visitation of the technical evaluation of Brekford and it seems to me that before we get to that issue we should be addressing the City's position and contention that the ACS and Xerox bid was non-responsive. Because if it's non-responsive then the Board -- then one of the options the Board would have an appropriate option would be to say if we the Board agree that

the ACS bid was non-responsive then we shouldn't be hearing objections to the level of Brekford's expertise or its evaluation from a non-responsive bidder. Maybe you should address maybe you should hear from any of the protestant's who would like to respond to the conclusion of the Law Department that the ACS bid was uh -- non-responsive because of the imposition of additional conditions."

Mr. Dashiell: "Alright. Let me ah, let me, let me, let me okay, okay. I've got it. I got it. I got, I got it, just chill for a second. Let me address your issue of responsiveness, because I don't how, but I anticipated that you might raise the standing issue. The -- this Board on October 10 of this year found Xerox was a responsive and responsible bidder. They made that determination hold on Mr. Nilson, hold on, don't be grabbing your mic because I'm telling the truth here. On October 10, the Bureau of Purchasing appeared before this Board and said we have three bidders who are responsive and responsible and proceed to open the price proposals. The Board, this Board, you accepted that recommendation and found that there were three bidders who were responsive and responsible. After that, after that, the Law Department reversed your decision. The Law Department came in and they re-evaluated the technical proposal, set aside the

recommendation of the Bureau of Purchasing, set aside the position of the evaluation committee and said that five asterisks on our price proposal which related back to the technical proposal rendered us non-responsive."

City Solicitor: "The price proposal was not before the Board in October, am I right?"

Mr. Dashiell: "The price proposal hadn't been opened yet."

City Solicitor: "Correct."

Mr. Dashiell: "And it would not have been opened had you not already determined them to be responsive and responsible."

City Solicitor: "And that would have been short of the price proposal."

Mr. Dashiell: "The price proposal had five asterisks on it that related back to the technical proposal. The same technical proposal that on the basis of which you had already decided they were responsive and responsible. The same technical proposal that the Evaluation Committee had already evaluated and come to the same conclusion and recommended that to the Bureau of Purchases, which recommended it to you. The Law Department looks at that and says well, uhm -- these asterisks must mean something. So they go back to the technical proposal and they say the technical proposal says that we're going to provide a

portable camera units in work zones in accordance with the specifications of the current contract. What does that mean? Didn't ask anybody. Didn't go back to the Evaluation Committee and say what did you think that meant. They didn't ask my client what did that mean. They concluded on their own that it meant that we weren't going to have attended units, and having therefore not offered to provide attended units means that you haven't offered to provide the services that we require i.e. you've offered a qualified bid, i.e. a qualified bid renders you non-responsive. It all begins with erroneous factual assumptions. It all begins with the reversal of the decision that this Board made. It all begins with the failure to go back to the Evaluation Committee and find out why they didn't come to the same opinion. They read the same thing. They read the same language. It wasn't the asterisk that created the problem it was the words in the technical proposal. They read those words already. They did not come -- the Law Department has no expertise and understanding what contract words mean."

City Solicitor: "I am sorry --."

Mr. Dashiell: "There are --."

City Solicitor: "I would beg to differ with you."

Mr. Dashiell: "The Law --."

City Solicitor: "They have to do it all the time."

Mr. Dashiell: "The Law Department has no expertise in installing ATV Cameras. The Law Department has no expertise in specifying and providing for the specification of how the work gets done. If you did, you wouldn't be the Law Department you would be the Bureau of Purchases or Transportation. If you allow me to tell you what the facts are, I guarantee you that I could pass an argument where I win every time. The Law Department went back and changed the facts. Now why -- and they said they were non responsive. They did that because of these five asterisks, and they did that and they had another proposal where they didn't even establish the minimum requirements and you say that I'm non-responsive. That's just, look if you don't like my client do it the right way. Send them a letter saying that we're debarred. Send them a letter saying that we can't bid. Don't come up with this foolishness about we're not -- how in the world can somebody be more responsive in managing our equipment than we are. We've been doing it for 13 years. I'm finished for the moment."

Ms. Sher: "Thank you Mr. Dashiell. Good morning Madam Mayor, Madam Comptroller, Honorable members of the Board, Erin Sher for the Law Department. The Technical Committee did not review the

price sheet. The price sheet is the only document in question here. The price sheet includes multiple conditions. It requested prices only and as Mr. Dashiell said, not only five asterisks but I think maybe 8 or 9 and a lot of language that was expressly conditional upon accepting different terms than were in the technical proposal and in the solicitation as requested. Uh -- Some of these conditions ah -- made a price that was actually different from what was originally entered into the total line, ah that's what actually made Xerox not the highest scoring uh -- bidder. Once those calculations were corrected, uh -- uh --there was an additional condition that was very clear that uh -- a there was a condition upon what would be presented to the City, it was not what the City requested."

Mr. Opara: "If I may?"

Ms. Sher: "And a --."

Mr. Frank Harrision (Xerox): "Okay. Please no I apologize I didn't want to interrupt."

Ms. Sher: "But I'm not substituting my technical judgment. I am giving my legal advice as to a conditional bid, and I think it's very clear that this bid is conditional. There is a lot of conditional language added to the price sheet which the

Technical Committee did not see. So, when Mr. Dashiell says he found them responsive and responsible only to the make the second step available to the City, and the City did open the price proposals and that is where the conditional language was found. It's very clear that the City did not have other information, when it requested to open the price proposals."

Mr. Dashiell: "With all due respect it is simply not true. The only thing on the price proposal were those five asterisks. The language that Ms. Sher is referring to that caused it to be not conditional is in the technical proposal where it says that we're going to supply portable camera units, portable camera units ah in accordance with the specifications of the current contract."

Ms. Sher: "That is untrue."

Mr. Dashiell: "That language is in the technical proposal."

Ms. Sher: "Would you like to see the price proposal?"

Mr. Harrison: "It's a clarification."

Mr. Dashiell: "Let me hold it."

Comptroller: "State your name."

Mr. Harrsion: "Hi sorry, Frank Harrison with Xerox."

President: "Anybody that comes to the mic, identify yourself and don't just run up here when somebody else is talking."

Mr. Harrison: "I apologize. Frank Harrison with Xerox. There are three sets of asterisks on the pricing sheet. The first two sets of asterisks actually benefit the City. It's an offer not a clarification. It's an offer that says that our price disappears, becomes free if you all install the cameras in a certain period of time. It's not a clarification that hurts the City, it's actually a benefit to the City, we're making an actual benefit to you guys that here we explain what the cost of the service is, but there's an upside if things get installed within a certain period of time. So all that we are doing is saying here's an opportunity for the City to have this service for free if you can get it done in a certain period of time. It's not a condition that says that things are going to get worse. It's a clarification that says that there is an opportunity here to get what you want for free. But here's what it will cost otherwise if it doesn't happen in that period of time. That certainly is upside for the City, we see it as a really good thing as a partner as we've been for 13 years. Well that was a nice benefit for the City, so I don't think that was a bad thing. Regarding the --."

Mayor: "Excuse me."

Mr. Harrison: "Yes."

Mayor: "If I may. Is there a way to express that legally without it being a conditional bid?"

Ms. Sher: "Yes."

Mayor: "Could you do that?"

Ms. Sher: "If the bidders had requested a possible change, they could have asked that any time during the solicitation process. They could have included it in their proposal and all of the bidders on a level playing field could have responded to the same specifications. However, the language added to the bid sheet gave a benefit to ACS Xerox in that they could offer a price on different specifications than all the other bidders."

Mr. Dashiell: "Mr. President, I'm sorry, go ahead Madam Mayor."

Mayor: "So, while the description is of a potential upside to the City, it's also a description of a potential uh -- uneven advantage."

Ms. Sher: "Correct."

Mr. Dashiell: "Madam Mayor, the basis for the combination of non-responsiveness wasn't -- had nothing to do with the clarification of the pricing. That adjustment was made. It was that adjustment which affected the ultimate number of points that my client was -- accumulated. The non-responsiveness was based solely upon the language that said that we're going to

install portable camera units in work zones. That's all it says on the price sheet. When you go from there and back to the technical proposal, it says we're going to install portable camera units in work zones in accordance with the specifications of the current contract. It's that language that ultimately lead to the finding of non-responsiveness that was not intended to be a quality --."

Mayor: "Let's let's address that. Is that the case?"

Ms. Sher: "That is not the case. I did not review their technical proposal."

Mr. Dashiell: "Well then I'm even more astonished, because there is no way you could say that just because you repeated what the requirement was that that made us non-responsive. The requirement was --."

Mr. Sher: "The requirement was not repeated."

Mr. Dashiell: "The requirement was that portable camera units would be used in work zones. The statement in the price sheet was portable camera units would be used in work zones. Now how is that non-responsive?"

Ms. Sher: "The question was what would you charge for the man hours to man the cameras, it was not a question as to what kind of cameras would you provide and the answer was zero dollars and

then it was qualified by the fact that you would give the cameras that were described in the solicitation as unmanned cameras."

Mr. Dashiell: "Hold a second."

Ms. Sher: "These are totally different cameras."

Mr. Dashiell: "It is zero dollars because you were told not to put your price there. You were told to reflect those costs in your revenue sharing percentages. That column, that column is always supposed be zero, in fact if anybody put money there they would have been double charging. If you look at Brekford's proposal you also find a zero, because --."

Ms. Sher: "Mr. Dashiell, the question is not the zero."

Mr. Dashiell: "Wait, I am just responding to what you said. You have to stay on one page."

Ms. Sher: "I'll tell you exactly what page I'm on, the price sheet alone I don't in anyway have a problem with the zero price. I have a problem with the five asterisks and the very expressed condition after the price which said that the price would be conditional upon acceptance of different terms in the solicitation which required unmanned cameras versus manned cameras."

Mr. Harrison: "Where do you see --."

Mr. Dashiell: "But hold on Frank, Frank, Frank please. Nowhere in that language does it say that the cameras would be unmanned. That's the point. Look at the page, show them the page again and show me the words where it says unmanned."

Ms. Sher: "It says it works on speed cameras would be deployed as in portable camera units. There is a section in the solicitation where work zone cameras and then there is a section the solicitation where the portable cameras. One requires it to be manned at all times and one does not."

Mr. Dashiell: "Portable camera units are not defined in the RFP. They are -- and we don't know whether they are using industry term or not. The point is nowhere in those -- that words do you say that we do not intend to provide attendance for those cameras. That is an assumption that the Law Department is making that the Evaluation Committee did not make based upon the actual technical proposal where you responded to that section in the RFP, its section 8.4 that talks about portable work zone cameras. In that section we specifically say that we are going to give you exactly what you asked for. That's in the technical proposal. That's what the Evaluation Committee looked at. The price sheet didn't change the technical proposal. Those words

didn't change it, those words don't say that, that's an assumption that Ms. Sher is making. That's my whole point."

City Solicitor: "So you're going to provide, I'm sorry manned units at zero costs to the City, is that what you're saying, for eight hour shifts?"

Mr. Dashiell: "The cost Mr. Nilson is not supposed to go there. The cost we're told to include in the revenue sharing that's my whole point. That section has no business being there, it's a carryover from other form of bid. We're told not to put the cost there. We are told to reflect that cost in the revenue sharing, not to put it there. That's my whole point. If you read the language it tells you yeah, you you -- these are the costs, you are going to have to eat them and you have to reflect those costs in your revenue sharing. You do not get reimbursed for them separately; you do not have the opportunity to retain those costs separately. They're strictly revenue sharing. That figure was always going to be zero, and its zero in Brekford's proposal."

Mr. Krus: "Tim Krus, Bureau of Purchases. I would point out that this type of condition is no different than a price sheet that would come in saying if the City buys a 1,000 camera's this would be our price. How do we deal with that? How do we when we

know we're not going to buy a 1,000 cameras how would we deal with that lower price. They did not say that, but it's comparable to that situation in evaluating the price proposal."

Mr. Kendrick: "Might I add on the technical point, there was actually a specific reason why we separated out work zone cameras and used the term work zone cameras and defined them. It's because there is only three locations in the City where we could even potentially use work zone cameras, I -- MD 295, Perring Parkway and 1-83, which we may or may not over the life of the contract actually have work on that we could even use the cameras. So we said wait a second, we don't want to disadvantage ourselves in the revenue proposal by including something we may never use, just like the discussion before the cameras, we may never install a new camera, but we said in the event that we do use work zone cameras, we wanted a price for that so we would know what we are going to pay. We didn't want to bake that in to the base proposal with the very group in that you would never use it."

Mr. Dashiell: "The issue Mr. President, madam Mayor and I'm getting to feel that I'm repeating myself and I need to have you understand it very clearly. The issue is not whether we were going to provide portable camera units, of course we were.

That's not why the Law Department reversed you and found that we were non-responsive. The Law Department concluded from those words that don't say it, from those words that the portable camera units that we proposed were not going to be appended by men. Because we put a zero there and because there were asterisks, well the fact is we were told not to put any money there. We were told to put the cost in the revenue sharing which is the same reason why everybody else had zero there. Nowhere in that proposal did we say that we were not going to attend those portable camera units. If the Law Department had a question about what it meant, if this question came up during the technical evaluation they would have asked my client what do you mean by it. If the Evaluation Committee had a question about it, they would have asked my client during the oral presentation."

City Solicitor: "But we didn't have the -- we didn't have the price sheet with that language before. The Technical Committee would have evaluated your technical proposal."

Mr. Dashiell: "But the language describing what they were going to do Mr. Nilson is in the technical proposal, it's in section 8.4 and it says the same thing that's on the price sheet the exact same thing."

Mr. Harrison: "One last thing I'll add is, if you read the actual RFP regarding work zone camera's it describes the work zone cameras as portable camera units. The language that we are using in our pricing sheet matches the exact requirement in the RFP, so this idea that there's some definition of a portable camera unit that's somewhere else in the RFP is erroneous. I'm sorry it's not, it says that we -- the word portable camera unit is used in the work zone camera section. We -- Our pricing sheet stating that we are given portable camera units, basically directly connecting to the actual section in the RFP for work zone cameras. The RFP says for work zone cameras, it says right here that a vendor shall provide for employment in the City at least one PCU Portable Camera Unit, under work zone camera units capable of enforcing work zones restrictions. It goes on to say that the PCU used in active zones shall be attended at all times. It talks about the whole thing about PCU's used talked about multiple times again it says, except for right here, and all costs related to the deployment shall be included incidental of the contract and reflected in the revenue sharing proposal. Again, not in the cost in the revenue sharing, which is why there's a zero in our cost. Why there's a zero in Brekford's cost. If you look right here you'll see zero right there, they

did the exact same thing and weren't disqualified. Only thing that I ask is that to make it clear that we're providing portable cameras. Our wording matches the exact wording in the RFP under the section for work zone cameras what they asked for. The section doesn't ask for something else. The section for work zone doesn't say give us mobile cameras. The section of work zone doesn't say give us fixed cameras. The section for work zone says give us portable cameras. In our pricing section we started giving you portable cameras. Our technical proposal says we are giving portable cameras. Brekford doesn't even mention anywhere in their proposal that they are doing anything for work zones. It doesn't mention at all. It doesn't even come up. They were non compliant. They didn't even mention the word that they are providing work zone at all. They are not even charging a dollar in the revenue sharing proposal for work zones cameras, let alone a zero in the cost section, that was okay. But also gave a cost for the revenue sharing for that person. We gave an actual cost for whatever we were charging for work zone, so you can see that we're charging a fee for those tickets, where Brekford said we are not even going to charge for those tickets at all, let alone a zero for the cost of deploying, that was okay, but with us giving an actual revenue

sharing and zero in the cost. Again, our words comply with the RFP's definition of PCU in this here. Now if the RFP didn't, if the RFP has a waiving or moving definition of PCU, that's another story, they should have asked for clarification."

President: "Madam Mayor."

Mayor: "So, my question, uhm -- based on that statement is the uh -- assertion not the ump the Brekford has zero to me is neither here nor there in the sense that, if you had a zero we wouldn't be here. It's from my understanding of the argument made by your attorney as well as the responses, it's not the zero that was the problem, it's the fact that you had a zero and a star that gives that uhm -- you know, if things were interpreted to your benefit, you would be expecting us to interpret your price as being better, uhm -- or it could be worse. You know there is a condition and the fact of that condition, then makes the uh --pricing unresponsive, not the fact that there was a zero on yours and an I mean a zero and zero on Brekford, but that yours was a zero with conditions, and those conditions whatever they are -- then made the price sheet uh -- non-responsive."

Ms. Sher: "That is correct. They keep discussing the zero and the asterisks as if that was the only thing on the bid sheet.

However, there's a lot of additional language which that was the subject of my analysis, is the additional language which was not requested on the bid sheet was not required. Ah -- however, it was additional conditional language, and I did want to address the question about the solicitation and the specifications as the two cameras. There is a section DS7 that touches on portable camera units and another section DS8 for work zone camera units. It isn't a question of whether they are mobile or portable. The main difference between the two is one section requires manned 24-hours a day, the other one does not. It's a very clear difference and they entirely different sections, DS7 and DS8. So, uh -- I think it's clear to uhm -- Xerox that they could see the difference and it's whether or not it's manned and if they don't see the difference, then clearly maybe they weren't intending to provide somebody to man these camera's since they claim they are exactly the same. Uhm --"

Mr. Dashiell: "Madam Mayor, I just want to clarify something for you because I don't think it's understood clearly. The two areas that Ms. Sher referred to where the cost to the City might fluctuate depending upon whether the equipment was purchased or not within the first 18 months, those items were not the basis of the finding of non-responsiveness. The fact is that the cost

our cost was recalculated with that cost rebid, I mean you know put in which adjusted our numbers. Which caused an adjustment in the points that we got overall for the scoring?"

City Solicitor: "And changed, and changed the outcome the bottom line outcome."

Mr. Dashiell: "Right, right. That's right, that's right. It changed -- it caused the number of points accumulated by Xerox to be lower than the number of points accumulated by Brekford."

City Solicitor: "Right."

Mr. Dashiell: "But, it was not basis of non responsiveness. I just wanted to make that clear. The non-responsiveness issue relates only to the words 'will provide PCU's in work zones' and the asterisks which took back there. Now, with respect to and I want to get a moment since we spent all this time on the standing issue, on the standing issue when but I don't want to avoid the primary point assuming for the sake of discussion that we have standing, the primary point that we weren't judged by the same strict standards that ah -- that Brekford wasn't judged by the same standards that we were. Because in reality if Brekford had been judged be the same standard, they shouldn't have even made it out of the Qualification Committee. One of the

primary qualifications was, that you show us that you have experience operating a system of the same size as --."

City Solicitor: "That's not -- It does not say that, it does not say that."

Mr. Dashiell: "Let me, Let me, Let me finish you can correct me or one --."

Ms. Sher: "Mr. Dashiell you --."

Mr. Dashiell: "You can, correct or your associate can, you can correct me, happily when I'm done. The question was asked in the pre-bid to clarify what the RFP meant with respect to experience. The answer to the question was, certainly we are going to be looking for someone who has the experience Operating a system of the same size that we have. The exact quote, the exact language is attached to my, my ah -- protest letter and it's a copy. Now, that, Brekford's submission does not disclose because they couldn't that they've ever Operated a system of the same size and magnitude as Baltimore City. The largest system they've ever Operated was in my hometown Salisbury, there's 30,000 people. They've never done it, and in fact the system that they've proposed they described in their own RFP as being a Beta System, not the system that's in place now, but a Beta System and we still don't know which they will ultimately

install. But if it's the Beta System it's a system that's never been tested. So, they've got a bidder who's never Operated a system of the same size even though you said in the pre-bid that that was requirement, and they propose a system that's never been tested and it says you are going to be the first municipality in which they were ever deployed it. But yet, all of that was overlooked. All of that was overlooked, they were found compliant, they were recommended for award and we because of asterisks 3, 2, 5, 7, I don't know how many there are an asterisk and an assumption were found non-responsive."

City Solicitor: "Right."

Mr. Dashiell: "That's just not a level playing field."

City Solicitor: "You were found non-responsive and the price evaluation was changed because of the first two entries and that resulted in you not being as well evaluated as Brekford."

Mr. Dashiell: "Let me --."

City Solicitor: "With which you disagree. I understand."

Mr. Dashiell: "But let me respond to the question of the points. I know you are going to point to the Charter and the Charter says, that the proposer who submits who accumulates the highest number of points will be awarded. Well I think you have got to read the Charter as though the people who wrote had some

common sense. They wrote, they intended by that to mean where the point difference it suggests and can be related to and ask for a difference in the qualifications of the bidder. Nobody would say that somebody who gets ten points out of a possible 1,000 points by the way, who got ten more points is more qualified than somebody that got ten fewer points. The Charter wasn't intended to be ridiculous. The Charter wasn't written to ignore common sense. The reality of it is from that point from the point of new simply of the number of points these bidders were essentially the same. Theirs is no, there's no difference that you can tell me that you can point to that between somebody who gets a 90 and somebody who gets 100 out of a possible 1,000."

Ms. Sher: "I would like to address that. I think that's an amazing interpretation of the Charter and I don't think one that Mr. Dashiell would ever offer, unless uh -- his client was not the highest scoring bidder. Ah -- it's not discussionary to choose between you make after the Evaluation Committee ah -- calculates the points and that is what he is suggesting. He is suggesting that these numbers are are -- you know completely removable and uh --bear ah -- suggestions. However, the Evaluation Committee came up with the score and they did not

find that the best value was ah -- received by um -- by Xerox's proposal. It's very clear the best value was what was determined here. We were not looking for the lowest cost or highest technical proposal, but a combination of the two which would reflect the best value to the City."

President: "Madam Mayor."

Mayor: "To the point of Brekford's experience I did express ah -- concern as this is ah -- moving them into a larger scale uh -- contract and I did ask for ah -- certain language to be put into the contract ah -– ah -- moving forward, timelines and requirements uh -- to be clear that they could scale up to do -- ah the work. Additionally, ah -- my hope as we work very hard and I want ah -- to thank Mr. Jones for his help and Mr. Dashiell's for your help as we ah -- strive to improve opportunity for minority business in the City. As I take a look ah -- at the work that's being done by Calmi, and take a look at what the needs are in the future, while I do not believe we're looking at ah -- while we've been talking about it the fact that a whole scale reinstallation uh -- it's not contemplated by this administration uh -- that we would have a wholesale reinstallation uh of a new ah system. So, the scope of work moving forward is significantly different ah, -- on the elec --

electric installation side. That being said based on the quality of work and the opportunity that this contract ah -- has provided to minority business my hope moving forward is that my administration, the minority and Business Opportunity Office will work with ah -- the awardee to make sure that we are looking for ways to ah -- engage minority contractors in this work as we move forward, particularly ah if the installation becomes a need moving forward. Thank you."

President: "Comptroller Pratt."

Comptroller: "I have some concerns. The cameras are electric. So, I find it strange that you cannot have an electrical component um -- if you're saying its maintenance, ah -- it appears that having the ability to repair the electrical that there may be some electrical problems and so it appears that there should have been uh -- a component for electrical, for electrical vendor, and also, um -- why did the Board not receive the opinion of the Law Department that Xerox was not in compliance."

Ms. Sher: "The Law Department dropped it off with the Office of the Comptroller, which is obviously um -– upon issuance. I believe it was about three weeks ago."

Comptroller: "The opinion?"

Ms. Sher: "Yes."

Comptroller: "Harriette, did we receive that?"

Deputy Comptroller: "We don't have a record."

Comptroller: "We don't have a record of it."

Ms. Sher: "I apologize for that."

President: "Mr. Opara."

Mr. Opara: "Thank you, Mr. Chair and thank you your Honor Madam Mayor for your prior statement. But I would like to respond to that to a certain extent. I have sat here and listened carefully to Mr. Dashiell and the rest of the panel discussing the specific law of Maryland with regard to whether something is compliant or responsive and you have if inculcated that law into your decision making. However, on the minority side, there seems to be a, a desire to be less formal. This bid, this RFP required minority participation and the contention that the MBE department come and work with the prime contractor and come work with the sub and see if we can get a minority in there is in contravention of the law. We're asking you to rebid this RFP. What about the other minority contractors who are electricians, who don't have a chance to get in there. So, there's no there's no --."

Mayor: "Because it's an open bidding process, Mr. Opara. It was an open bid. I don't understand who you are talking about who didn't have a chance."

Mr. Opara: "What I'm saying is that there's no MBE requirement on this bid and the MBE requirement is required by law. It was simply ignored."

City Solicitor: "But the MWBOO office is authorized by the Law to waive those requirements under appropriate circumstances and Mr. Corey has already addressed --."

Mr. Opara: "Yeah."

City Solicitor: "The discussions and the information that supported the judgments that have been made three or four times by the MWBOO office on this work to raise those requirements."

Mr. Opara: "That statement is like beating our head against the wall. Mr. Mims is right here. Mr. Mims is the one who installed the cameras in the first place."

Mr. Corey: "Mr. President, If I may --."

Mr. Opara: "So, just because the MWBOO office says there's no requirement or there's a waiver, we've done our analysis, and you have the guy right here who put it in there that's not --."

Mayor: "But one, one, one contractor doesn't meet the requirements."

Mr. Corey: "There's one issue that's important here. He's an electrical contractor, we evaluated the bid or the contract based on information given to us by an engineer. Mr. Mims is a quite confident and capable engineer. When this contract was awarded in 2003, no one came forward to give us a different view. We're now here, we're ten years down the road and we're getting information saying that there could be minority participation. This is information that we would have loved to have had at that time, so that we would have in this instance looking in hindsight a balanced view of the contract. This is new information. It was out for bid and there was an opportunity to respond to the bid in the 2003 and said that there be goals on this contract. That was an installation contract. This is a maintenance contract which lends itself even less to MBE/WBE participation."

President: "Okay, we're going to hear from one more person and then we are going to wrap this up."

Mr. Mims: "My name is Calvin Mims, President of Calmi Electrical Company. Good morning. Just one correction, I am not an engineer, we are electrical installers and maintainers. So to respond to that, there is no way that we could respond to that, because we're not engineers. Uh, another point I'd like to

make is that yes, we have installed these systems, um the cameras and the infrastructure for these cameras since 1998. Uh -- also, we maintain the infrastructure of these cameras, when they're knocked down, when there's a problem with them, we go out we refurnish them, we put the cameras back up and we maintain the electrical portion of these cameras. So, that would be not only in the previous contract, but it would also be in this contract and in any future contracts that exists with these cameras. So, there would have had to have been an electrical component involved in these cameras and we feel that there should have been and should be minority participation in this RFP."

City Solicitor: "Will the Council President entertain a Motion? I move that we deny the various protests and approve the recommended award to Brekford and be very mindful of the remarks of Madam Mayor about the efforts that we will make moving forward with Brekford on this contract, which is essentially a maintenance contract."

Director of Public Works: "Second."

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

Comptroller: **"NAY.** I don't see how we could not have an electrician to maintain this system."

President: "The Motion carries."

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

4. B50002620, Street Tree Supply, Delivery, Planting for Fall 2012 & Spring 2013 with Two Year Maintenance — Lorenz, Inc. — $ 182,440.00

   (Department of Recreation & Parks)

   MWBOO SET GOALS OF 10% MBE AND 0% WBE.

   MBE: 4 Evergreen Lawn Care $18,250.00 10%

   MWBOO FOUND VENDOR IN COMPLIANCE.

5. B50002525, Jones Falls Trail Interpretive Signage — Shannon-Baum Signs, Inc. — $ 20,500.00

   (Department of Recreation & Parks)

Department of Transportation

6. TR 12017R, Material Testing 2012 Various Projects Citywide — Froehling & Robertson,Inc. — $ 141,885.00

   MWBOO SET MBE GOALS AT 15% AND WBE GOALS AT 5%

   MBE: Findling, Inc. $21,282.00 15.00%
   WBE: VE Engineering, Inc.*

   * VE Engineering, Inc. is not certified as a WBE with Baltimore City.

   MWBOO FOUND VENDOR IN NON-COMPLIANCE.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation – cont'd

The Department requests that the Board exercise its discretion to award the contract to Froehling & Robertson, Inc. subject to the firm coming into compliance within ten days of the award.

Two bids were received ranging in a low of $141,885.00 to a high of $330,998.00. The Department has now bid this work twice. On both occasions, the second low bidder (and only bidder) has been significantly above the expected pricing, and more than double the low bidder's pricing. The Department of Transportation urgently requires materials testing services in order to comply with State and Federal construction specifications and believes that it is in the best interest of the City for the Board to exercise its discretionary authority to award this contract to Froehling & Robertson, Inc.

The Department of Transportation finds the low bidder acceptable and recommends award of this contract to the lowest responsible bidder, Froehling & Robertson, Inc.

7. **TRANSFER OF FUNDS**

AMOUNT	FROM ACCOUNT/S	TO ACCOUNT/S
$163,167.75	9950-904508-9509	
MVR	Material Testing	
$141,885.00	----------	9950-907536-9508-6 Structure & Improvements
14,188.50	----------	9950-907536-9508-5 Inspections
7,094.25	----------	9950-907536-9508-2
$163,167.75		Contingencies

This transfer will cover the costs associated with the award of contract no. TR 12017R, Material Testing for Various Projects Citywide to Froehling & Robertson, Inc.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation – cont'd

8.	TR 20350, Replacement of Frederick Avenue Bridge Over Gwynns Falls and CXX Railroad	Joseph B. Fay Company	$13,997,381.20

DBE:	Ackerman & Baynes, LLC	$ 150,000.00	1.07%
	Traffic Systems, Inc.	300,000.00	2.15%
	Hammerhead Trucking, LLC	140,000.00	1.00%
	Alliance Concrete Corp.	80,000.00	0.57%
	Interlock Steelworkers, Inc.	510,000.00	3.64%
	Mohawk Bridge & Iron, Inc.	510,000.00	3.64%
		$1,690,000.00	**12.07%**

9. **TRANSFER OF FUNDS**

AMOUNT	**FROM ACCOUNT/S**	**TO ACCOUNT/S**
$12,195,626.07 FED	9950-903412-9507 Constr. Res.- Frederick Ave. O/Gwynns	
681,964.63 FED	9950-944002-9507 Constr. Res.- for Closeouts	
3,219,397.68 MVR	9950-903412-9507 Constr. Res.- Frederick Ave. O/Gwynns	
$16,096,988.38		
$13,997,381.20	----------	9950-902412-9506-6 Structure & Improvements
1,399,738.12	----------	9950-902412-9506-5 Inspections
699,869.06	----------	9950-902412-9506-2 Contingencies
$16,096,988.38		

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation – cont'd

This transfer will fund the cost associated with the award of TR 20350, Frederick Avenue Bridge Over Gwynns Falls and CSX Railroad to Joseph B. Fay Company.

MINUTES

Department of Real Estate – Renewal of Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal of the lease agreement with the Bar Association of Baltimore City for the rental of a portion of the property known as 111 N. Calvert Street, consisting of 1,325 sq. ft., being on the sixth floor. The period of the renewal of the lease is January 1, 2013 through December 31, 2013.

AMOUNT OF MONEY AND SOURCE:

	Annual Rent	Monthly Rent
Year 1	$ 9,460.50	$788.37
Year 2	$ 9,744.06	$812.00
Year 3	$10,036.38	$836.36
Year 4	$10,337.47	$861.45
Year 5	$10,647.59	$887.30

BACKGROUND/EXPLANATION:

On March 5, 2008, the Board approved the original lease agreement with the Bar Association of Baltimore City for the period January 1, 2008 through December 31, 2012, with the option to renew for one 5-year term. The Bar Association of Baltimore City desires to exercise its renewal option for the period January 1, 2013 through December 31, 2017 at the above rate.

All other conditions and provisions of the original lease agreement remain unchanged.

(FILE NO. 26419)

UPON MOTION duly made and seconded, the Board approved the

Department of Real Estate – cont'd

renewal of the lease agreement with the Bar Association of Baltimore City for the rental of a portion of the property known as 111 N. Calvert Street, consisting of 1,325 sq. ft., being on the sixth floor.

MINUTES

Space Utilization Committee – Interdepartmental Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an interdepartmental lease agreement between the Department of General Services, landlord, and the Department of Finance, Bureau of Accounting and Payroll Services (BAPS), tenant, for the rental of a portion of the property known as 401 E. Fayette Street, being on the 5th and 8th floors, containing 16,854 sq. ft. The period of the agreement is July 1, 2012 through June 30, 2013, with an option to renew for five additional 1-year terms.

AMOUNT OF MONEY AND SOURCE:

	Annual Rent	Monthly Rent
Year 1	$135,674.47	$11,306.21

Account: 1001-000000-1422-160800-603096 – 53%
1001-000000-1423-160800-603096 – 47%

Ninety days prior to the lease termination date, the landlord will determine a rental rate based on the projected Operation costs and expenses for the upcoming renewal term.

BACKGROUND/EXPLANATION:

The tenant will use the leased premises for administrative offices for BAPS.

The landlord will be responsible for the interior and exterior of the building, including foundations, roof, walls, gutters downspouts, maintenance and repairs of HVAC systems, providing heat and air conditioning (not individual window ventilation systems), trash removal, janitorial and pest control services, snow and ice removal, interior and exterior lighting, sewer/ plumbing and electric repairs, and utilities.

Space Utilization Committee – cont'd

In addition, the landlord will provide a security guard in the entrance lobby from 6:00 A.M. to 6:00 P.M. If the tenant needs a security guard after 6:00 P.M., the tenant will be responsible for the cost and expense.

The tenant accepts the premises in its existing condition. The tenant will be responsible for providing all equipment including refrigerators or any other kitchen appliances, telephone and computer services, placing debris into trash receptacles, keeping the common break room free of debris that can cause infestation of insects and/or rodents, keeping the entrance and passageway areas clean and in an orderly condition free of the tenant's equipment and furniture, which will not impede ingress and egress.

The lease agreement is late because of delays in administrative review process.

The Space Utilization Committee approved this lease agreement on October 23, 2012.

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 57338)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the interdepartmental lease agreement between the Department of General Services, landlord, and the Department of Finance, Bureau of Accounting and Payroll Services, tenant, for the rental of a portion of the property known as 401 E. Fayette Street, being on the 5th and 8th floors, containing 16,854 sq. ft.

MINUTES

Department of Transportation – First Amendment to Memorandum of Understanding

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the first amendment to the memorandum of understanding with the Maryland Department of Transportation (MDOT), State Highway Administration for the Pedestrian Lighting Project.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On Wednesday, July 14, 2010, the Board approved a memorandum of understanding (MOU) with the Maryland Department of Transportation, State Highway Administration for the Pedestrian Lighting Project in Baltimore City. The project consists of installing conduit, light poles, and historically appropriate pedestrian oriented street lights in the Dickeyville, Franklintown, Hunting Ridge, and Ten Hills neighborhoods in Baltimore City.

In the original MOU, Section VII stipulated that the project be advertised by July 14, 2010 in order for the Department of Transportation to receive reimbursement from the Federal Highway Administration. However, due to various project delays and multiple agency reviews, the project was advertised on April 29, 2011. Therefore, the City and MDOT wish to amend the original MOU to reflect the actual project schedule and to provide for the reimbursement of construction costs by the Federal Highway Administration.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the first amendment to the memorandum of

Department of Transportation – cont'd

understanding with the Maryland Department of Transportation, State Highway Administration for the Pedestrian Lighting Project.

MINUTES

Department of Transportation – Traffic Impact Study Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a traffic impact study (TIS) agreement with Landex Development, LLC. The period of the agreement is effective for 60 business days after the initial payment is made, unless the parties agree in writing that additional time is needed.

AMOUNT OF MONEY AND SOURCE:

$24,016.23

BACKGROUND/EXPLANATION:

Baltimore City Ordinance 06-345, approved on November 11, 2006, requires a TIS before permits may be approved for projects, as determined by the Director of the Department of Transportation. Under the terms of this agreement, a TIS will be performed for the Cold Spring Mixed-Use Development at 2001-2013 West Cold Spring Lane, where the applicant has applied or intends to apply for a building permit in Baltimore City to perform the scope of work for 250 residential dwelling units, 30,000 sq. ft. of retail development, and 200 Maryland Department of Transportation parking spaces for the Cold Spring Lane Light Rail Station. The traffic impact study assesses the development and its relative traffic impacts.

The anticipated cost of $24,016.23 for the TIS will be covered under Project No. 1134, On-Call Agreement, Task No. 1 assigned to McCormick Taylor, Inc.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of a traffic impact study agreement with Landex Development, LLC.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

Department of Housing and Community Development

CLERK'S CORRECTION TO CONDEMNATION AMOUNT

1. On October 31, 2012, the Board approved the purchase by condemnation of the leasehold interest in 2734 Tivoly Avenue in the amount of $20,000.00. The owner is Mr. Carl Schultz. The correct amount is $20,200.00. The Clerk to the Board apologizes for this error, and requests that the amount be corrected from $20,000.00 to $20,200.00.

   Account No. 9910-904326-9588-900000-704040

   (FILE NO. 57188)

   UPON MOTION duly made and seconded, the Board approved the Clerk's correction to the condemnation amount.

MINUTES

PERSONNEL MATTERS

* * * * * *

UPON MOTION duly made and seconded,

the Board approved

the Personnel matters

listed on the following pages:

4545 - 4446

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

The Comptroller voted **No** on item no. 2.

MINUTES

PERSONNEL

Department of Recreation and Parks

		Hourly Rate	Amount
1.	**WALLY STEPHENSON**	$37.98	**$79,000.00**

Account: 1001-000000-4803-371500-601009

Mr. Stephenson will continue to work as a Facility Maintenance Coordinator. His duties will include, but are not limited to monitoring the overall $1,600,000.00 building maintenance budget. He will prepare expenditure status reports for program administration and evaluation. In addition, he will perform and maintain a comprehensive analysis of the Department's facilities with suggestions on maintenance improvements, long and short-term. He will also prioritize building maintenance projects based on priorities and project cost/benefit. The period of the agreement is effective upon Board approval through October 25, 2013.

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

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

Kim A. Trueheart

November 6, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City neighborhoods who have historically been recipients of poor quality services from the Department of Recreation and Parks.

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

1. Whom you represent: Self
2. What the issues are:
    a. Page 53, Item #1 - Department of Recreation & Parks, Personnel Action, if approved:
        i. Recreational facility maintenance outcomes are questionable;
        ii. Provide access to all of the maintenance written reports, assessments and analysis completed by Mr. Stephenson since the BOE approved his most recent employment agreement on Oct 26, 2011
        iii. Diminishes already scarce municipal resources, diverting them to pay for a contractor with questionable results;
        iv. Denies the citizens the opportunity to obtain the best value available on the open market for a skilled and highly capable provider;
        v. Excludes opportunities for new and innovative solutions to be identified that solve government problems from sources available within both the commercial and non-profit sectors of our economy;
        vi. Will be more costly to the citizens of Baltimore than a selection from a competitively made award;
        vii. Rewards and promotes ineffective management practices and behaviors.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by this wasteful and abusive use of scarce municipal resources which should more appropriately be spent to provide direct services and support to operations and management of recreation centers. These centers have been woefully and intentionally underfunded and are thus incapable of successfully providing opportunity and access to quality recreational services and programs for our most vulnerable residents, children and seniors, myself included.

5519 Belleville Ave
Baltimore, MD 21207

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on November 7, 2012.

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

Sincerely,

Kim Trueheart
Citizen

5519 Belleville Ave
Baltimore, MD 21207

PERSONNEL – cont'd

2. Mayor's Office of Information Technology

a. Change the class title of following classification:

From: 10153 – IT Short Term Project Manager
Grade 989 ($72,800.00 - $114,400.00)

To: IT Project Manager
Grade 989 ($72,800.00 - $114,400.00)

b. Create the following position:

10153 – IT Project Manager
Grade 989 ($72,800.00 - $114,400.00)
Job No. to be assigned by BBMR

Costs $127,559.00 – 1001-000000-1474-167700-601001

BOARD OF ESTIMATES **11/07/2012**

MINUTES

Department of Housing & Community Development (DHCD) - Land Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a land disposition agreement with Oak Pointe Associates, LLC, developer for the sale of a vacant building located at 1427 McCulloh Street in the Upton/Marble Hill Neighborhood.

AMOUNT OF MONEY AND SOURCE:

$15,000.00 - Sale Price

BACKGROUND/EXPLANATION:

The project will consist of the total renovation of the vacant building, according to the Commission for Historic and Architectural Preservation guidelines. The property will be converted into three 1-bedroom rental units.

The property was journalized on August 4, 2011.

The property was assessed by the State Department of Assessment and Taxation at $3,000.00. The Waiver Valuation process was used in lieu of an appraisal. The DHCD has determined the price of the property using available real estate data. The vacant building has been priced at $10,138.00. It is being sold for $15,000.00.

(FILE NO. 57211)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the land disposition agreement with Oak Pointe Associates, LLC, developer for the sale of a vacant building located at 1427 McCulloh Street in the Upton/Marble Hill Neighborhood.

MINUTES

Department of Housing and Community Development – Side Yard Land Disposition Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a side yard land disposition agreement (LDA) with Mr. Keenan Lewis and Ms. Toairay Lewis, purchasers, for the sale of the properties known as 1310 and 1312 E. Eager Street (Block 1189, Lot 028 and Block 1189, Lot 027, respectively).

AMOUNT OF MONEY AND SOURCE:

$1,000.00 ($500.00 per property) - Purchase price

BACKGROUND/EXPLANATION:

The DHCD's Land Resources Division strategically acquires and manages vacant or abandoned properties, ultimately enabling these properties to be returned to productive use and improving Baltimore's neighborhoods. The purchaser will be using private funds to pay for the acquisition and maintenance of the property.

In accordance with the City's Side Yard Policy, the City has agreed to convey the properties known as 1310 and 1312 E. Eager Street (Block 1189, Lot 028 and Block 1189, Lot 027, respectively), to the owner of the adjacent owner-occupied property. As a condition of the conveyance, Mr. Keenan Lewis and Ms. Toairay Lewis have agreed to the terms of the LDA, which prohibits development of the parcel for a minimum of ten years.

DHCD – cont'd

STATEMENT OF PURPOSE AND RATIONALE FOR SALE OF PROPERTY:

The properties are being sold for $1,000.00. The rationale for the conveyance is the sale will serve a specific benefit to the immediate community and eliminate blight. Mr. Keenan Lewis and Ms. Toairay Lewis plan to clear the land, green a portion and install lights around the property to prevent crime that has been occurring in these lots.

(FILE NO. 57242)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the side yard land disposition agreement with Mr. Keenan Lewis and Ms. Toairay Lewis, purchasers, for the sale of the properties known as 1310 and 1312 E. Eager Street (Block 1189, Lot 028 and Block 1189, Lot 027, respectively).

MINUTES

Department of Housing and – Agreements

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

1. **COMMUNITY HOUSING ASSOCIATES, INC.** **$ 88,230.00**

Account:	2089-208912-5930-532361-603051	$ 20,000.00
	2089-208913-5930-532361-603051	$ 68,230.00

The organization will acquire, rehabilitate, and develop properties to create rental housing opportunities for low and moderate-income non-elderly disabled and homeless persons. The funds will be used to subsidize the staff costs associated with this project. The period of the agreement is September 1, 2012 through August 31, 2013.

MWBOO GRANTED A WAIVER.

2. **DRUID HEIGHTS COMMUNITY DEVELOPMENT CORPORATION, INC.** **$330,190.00**

Account:	2089-208913-5930-430626-603051	$ 5,000.00
	2089-208913-5930-430630-603051	$ 25,000.00
	2089-208913-5930-430634-603051	$ 20,000.00
	2089-208913-5930-430653-603051	$ 50,000.00
	2089-208913-5930-430662-603051	$ 62,286.00
	2089-208913-5930-430676-603051	$ 8,814.00
	2089-208913-5930-430680-603051	$ 13,000.00
	2089-208913-5930-430681-603051	$ 28,000.00
	2089-208913-5930-430683-603051	$ 45,380.00
	2089-208913-5930-430691-603051	$ 72,710.00

The organization will provide a variety of public and youth services and carry out planning and capacity building activities. The organization will also rehabilitate and construct housing for the improvement and betterment of

DHCD – cont'd

available affordable housing. The funds will be used to subsidize the agencies Operating costs. The period of the agreement is September 1, 2012 through August 31, 2013.

FOR THE FY 2013, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT $22,140.00 AS FOLLOWS:

MBE: $ 5,978.00
WBE: $ 2,214.00

On May 2, 2012, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2012 Annual Action Plan for the following formula programs:

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

The DHCD began negotiating and processing the CDBG agreements effective July 1, 2012 and beyond, as outlined in the Plan, pending approval of the Resolution. Consequently, the agreements were delayed due to final negotiations and processing.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the aforementioned agreements.

MINUTES

Department of Housing and Community Development - Amendment

ACTION REQUESTED OF B/E:

The Board is requested to approve an amendment to previously approved Board of Estimates memos, each as further described below, for a HOME project known as "New Oliver Phase IA".

The Board is also requested to authorize the Commissioner of the Department of Housing and Community Development to execute any and all legal documents to effectuate this transaction subject to review and approval by the Department of Law for form and legal sufficiency.

AMOUNT OF MONEY AND SOURCE:

No additional funding is required.

BACKGROUND/EXPLANATION:

As currently approved, the New Oliver Phase IA project is a 20-unit homeownership project. The developer, TRF Development Partners-Baltimore, LLC, has requested approval to convert the New Oliver Phase IA project into two separate projects: (i) a homeownership project containing 9 for-sale units, to be sold to first-time buyers and (ii) an eleven-unit rental project. This request is more fully described below. The project reconfiguration will require no additional funding.

TRF Development Partners, Inc. (TRF Development), a Pennsylvania non-profit corporation established by The Reinvestment Fund (TRF), has partnered with B.U.I.L.D. in an attempt to revitalize the Oliver community of East Baltimore by seeking to create over 120 units of newly-constructed and rehabilitated affordable single-family housing in the community (the Development).

On July 23, 2008, the Board approved a HOME Investment Partnerships Program loan (the Original HOME Loan) in an amount not to exceed $1,150,000.00 to TRF Development Partners – Oliver, LLC (TRF Oliver) to assist with the new construction of 30 for-sale homeownership units (the Original Phase IA Project) within the Development.

DHCD – cont'd

On September 2, 2009, the Board approved two technical amendments to the 2008 memorandum. The 2009 memorandum first approved changing the borrowing entity with respect to the Original HOME Loan from TRF Oliver to TRF Development Partners – Baltimore, LLC (TRF Baltimore) in order to satisfy the certified community housing development organization (CHDO) rules under the HOME program. The 2009 memorandum then authorized TRF Development to select the final 30 units that would make up the Original Phase IA Project from a list of approximately 45 addresses rather than be limited to the 30 specific addresses set forth in the 2008 memorandum.

On November 19, 2010, the Board approved two further amendments. The 2010 memorandum first approved the reduction in the scope of the approved project from 30 to 20 units. The 2010 memorandum also approved supplemental funding in the amount of $150,000.00 (the HOME Supplemental Loan) for 15 of the 20 units and approved a reduction in the base price of the 15 units receiving the supplemental funds.

On August 16, 2011, the Board authorized the reduction of the period of affordability from 20 to 15 years, as permitted by the HOME Program regulations, to allow for greater access to permanent market financing.

Although TRF Development and its partners have invested over $5,200,000.00 in the community, because of market conditions, it has not been possible to sell all 20 units in the original Phase 1A Project. While the developer has attempted through various strategies to complete the project since the initial approval by the Board, it now believes that to make the project viable, it must alter the housing product it is currently producing. Additionally, its request to convert a portion of the homeownership units to rental units is a response to changes in the HOME Program regulations proposed late last year by HUD. The change in regulations as proposed will require future HOME

DHCD – cont'd

financed homeownership projects that remain unsold after six months to convert from a homeownership to a rental project. In light of this proposed (but not yet finalized) change, the developer has requested this action be taken.

The new project configuration will split the project as currently approved into two separate projects. The first project, which will be known as the "Oliver Phase IA Homeownership Project," will consist of 9 for-sale units to be sold to first-time buyers. These units are: 1607, 1609, 1611, 1613, and 1615 East Preston Street and 1219, 1239, 1204, and 1223 North Bond Street. Of these nine units, seven of the nine units have already been sold and the remaining 2 units (1204 and 1223 North Bond Street) have been completed and are scheduled to settle in the near future.

The second project, which will be called the "Oliver Phase IA Rental Project," will convert the remaining 11 units into a rental project to be affordable to households making 60% of area median income (adjusted for family size). These units are currently known as: 1325 North Caroline Street, 1604 East Preston Street, 1225, 1227, 1229, 1233, and 1237 North Bond Street, and 1516, 1518, 1520, and 1522 East Biddle Street.

The reconfiguration of this project allows TRF Development to focus its efforts on the production of rental projects until market demand for homeownership picks up. Given the realities of the current residential real estate market, TRF Development believes that meeting the current demand for more affordable rental homes is a better approach than letting homeownership units sit unoccupied because of lack of demand.

Following the reconfiguration, HOME funds in an approximate amount of $487,000.00 will be allocated to the Oliver Phase IA Homeownership Project (the HOME Homeownership Loan) and HOME

DHCD – cont'd

funds in the approximate amount of $813,000.00 will be allocated to the Oliver Phase IA Rental Project (the HOME Rental Loan). The aggregate principal amount of the HOME Homeownership Loan and the HOME Rental Loan will equal the $1,300,000.00 previously authorized.

Participating Parties – Oliver Phase IA Homeownership Project

The participating parties in the Oliver Phase IA Homeownership Project have not changed from previous authorizations.

Participating Parties – Oliver Phase IA Rental Project

A. Borrower

TRF Development Partners – Baltimore, LLC, the borrower under the Original HOME Loan and the borrower under the Supplemental HOME Loan, will be the Borrower under the HOME Rental Loan. The Oliver Phase IA Rental Project will be owned by TRF Development Partners – Baltimore, LLC.

B. General Contractor/Design Builder

Certified Construction Management, LLC, will be the design-builder for the new Oliver Phase IA Rental Project.

C. Participating Lenders

TRF Development– First Lien Position

TRF Development, or an affiliate thereof, will make a first mortgage lien loan in the approximate amount of $1,280,000.00 (the TRF First Loan). During the construction period, the TRF First Loan will accrue interest at a rate of LIBOR plus three percent (3%). Following the completion of construction, the TRF First Loan will convert to a permanent loan with a term of 10 years (the TRF First Loan Maturity Date) and an amortization

DHCD – cont'd

schedule of 30 years and such permanent loan will accrue interest at 5% per annum. The TRF First Loan will be paid from project revenues after payment of Operating expenses approved by the Department, including replacement reserves. The entire outstanding balance of the TRF First Loan will be due and payable at maturity.

Baltimore City HOME Program – Second Lien Position

During the construction period, interest on the HOME Rental Loan will be charged at the rate of zero percent (0%) on sums advanced. During the permanent period, which will be the 30 years following the end of the construction period, interest will be charged at the rate of three percent (3%), principal will amortize over a 30-year term, and payments will be made out of available surplus cash flow. The outstanding principal balance and any deferred and accrued interest will be due and payable on the maturity date. The period of affordability, the term of rent and income restrictions required by the HOME program, will be 20 years. The HOME Rental Loan will be long term, subordinate, non-recourse debt.

Subordinate Financing

The Borrower expects to finance the HOME Rental Project from certain proceeds made available through the "NSP 3" program and the State's Community Legacy program. While these funds may be secured by subordinate liens on the debt, these funds are expected to be forgiven at maturity if no event of default exists under the terms of these loans.

Permanent Financing

The Borrower expects to obtain permanent financing prior to the TRF Maturity Date in order to "take-out" the TRF First Loan. Such permanent financing would require the HOME Rental Loan and

DHCD – cont'd

the other subordinate financing to stay in place and may have limitations on the amount of cash flow that can be used to repay the HOME Rental Loan. Such permanent financing may consist of, for example, a superior loan from the Maryland Department of Housing and Community Development.

MBE/WBE PARTICIPATION:

Article 5, Subtitle 28 of the Baltimore City Code Minority and Women's Business Program is fully applicable and no request for a waiver or exception has been made.

THE DIRECTOR OF FINANCE HAS REVIEWED AND RECOMMENDED APPROVAL.

(FILE NO. 56462)

UPON MOTION duly made and seconded, the Board approved the amendment to previously approved Board of Estimates memos for the HOME project known as "New Oliver Phase IA". The Board also authorized the Commissioner of the Department of Housing and Community Development to execute any and all legal documents to effectuate this transaction subject to review and approval by the Department of Law for form and legal sufficiency.

BOARD OF ESTIMATES **11/07/2012**

MINUTES

Department of Planning – Baltimore City Public School System Capital Improvement Program for FY 2014-2019

ACTION REQUESTED OF B/E:

The Board is requested to NOTE the report of the Planning Commission on the Baltimore City Public School System's (BCPSS) Capital Improvement Program (CIP) for FY 2014-2019 in the amount of $544,372,000.00.

AMOUNT OF MONEY AND SOURCE:

The total request for FY 2014 is $105,372,000.00, of which $17,000,000.00 is City General Obligation (G.O.) bond funds, and $88,372,000.00 is State funds.

BACKGROUND/EXPLANATION:

Annually the BCPSS must submit an updated and detailed CIP for the upcoming fiscal year and the forthcoming five fiscal years to the State of Maryland. On October 18, 2012, the Planning Commission approved the BCPSS FY 2014-2019 Capital Improvement Program with the recommendation that the Planning Commission review the final adjusted program in the Spring 2013. This CIP submission receives approval from the Board of School Commissioners, the City of Baltimore Planning Commission, Board of Finance and the Board of Estimates.

The requested funding will provide resources to create an educational environment that encourages the highest caliber of teaching, learning, and facility utilization. The Board of Estimates' support of this plan will assist the BCPSS' efforts to provide enhanced learning environments as it continues to improve educational opportunities for the children of Baltimore City.

A PROTEST HAS BEEN RECEIVED FROM MS. KIM TRUEHEART.

Department of Planning – cont'd

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

The Board **NOTED** the report of the Planning Commission on the Baltimore City Public School System's Capital Improvement Program for FY 2014-2019 in the amount of $544,372,000.00.

Kim A. Trueheart

November 6, 2012

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

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who have been victims of the Baltimore City Public Schools mismanagement of scarce municipal funds which has resulted in producing questionable outcomes for our children on an ever increasing basis.

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

1. Whom you represent: Self
2. What the issues are:
    a. Page 65 – BCPSS Capital Improvement Program for FY 2014-2019, if approved:
        i. BCPSS fiscal administrative processes have come under criticism and Providing $544.3M would be derelict considering the current unflattering critiques in recent weeks about the financial mis-steps by the school Board;
        ii. While this CIP submission receives approval from the Board of School Commissioners, the City of Baltimore Planning Commission, Board of Finance and the Board of Estimates it fails to also receive approval from the Baltimore City Council who serves as the people's elected oversight arm.
            1. Provide details of the intervention steps that have been identified to ensure more rigorous fiscal oversight of school board expenditures.
3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I am experiencing a significant financial burden with annual tax increases, sewer and water service increases, user fee increases, parking meter rate increases and significantly reduce services as a resident. This already onerous burden will be exacerbated by this approval which potentially provides scarce municipal funds to a City Department with a questionable record of responsible stewardship.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates of November, 7, 2012.

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

Sincerely,
Kim Trueheart
Citizen

5519 Belleville Ave
Baltimore, MD 21207

BOARD OF ESTIMATES **11/07/2012**

MINUTES

Board of Finance – Baltimore City Public School System
Capital Improvement Program FY 2014-2019

ACTION REQUESTED OF B/E:

The Board is requested to review and approve the Board of Finance's endorsement of the Baltimore City Public School System ("BCPSS") fiscal year 2014-2019 Capital Improvement Program ("CIP").

BACKGROUND/EXPLANATION:

Procedures for administration of the school capital program require that the BCPSS submit annually an updated detailed capital program for the upcoming year and ensuing five fiscal years to the State Interagency Committee on School Construction. As a condition of receiving State school construction aid, the BCPSS is required to submit the CIP by the end of November of each year.

This action requires approval of this program by the appropriate local governing body. As a condition of gaining approval of this local government, a review process has been established that includes the School Board, Planning Commission, Board of Finance, and the Board of Estimates, to serve as the means by which the Mayor will support and endorse the program.

The Board of Finance, at a scheduled meeting on October 22, 2012, considered and endorsed the FY 2014 - 2019 CIP totaling $544,372,000.00. The CIP includes $106,000,000.00 in City bond funds and $438,372,000.00 in State funds. Annual program distributions are as follows:

MINUTES

Board of Finance – cont'd

BCPSS Fiscal Year 2014 – 2019
Capital Improvement Plan ($000)

Source/FY	2014	2015	2016	2017	2018	2019	Total
State	88,372	70,000	70,000	70,000	70,000	70,000	438,372
City	17,000	17,000	18,000	18,000	18,000	18,000	106,000
Total	105,372	87,000	88,000	88,000	88,000	88,000	544,372

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART.

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

UPON MOTION duly made and seconded, the Board approved the Board of Finance's endorsement of the Baltimore City Public School System fiscal year 2014-2019 Capital Improvement Program. The Mayor **ABSTAINED.**

MINUTES

Bureau of Water and Wastewater (BW&WW) - Report on Emergency Procurement

ACTION REQUESTED OF THE B/E:

The Board is requested to NOTE the report of the Department of Public Works, Bureau of Water and Wastewater on actions taken pursuant to the Baltimore City Charter, Article VI, Section 11(e) (ii), for emergency procurement necessary to repair the sinkhole reported at 2330 E. Monument on July 25, 2012.

AMOUNT OF MONEY AND SOURCE:

No funds are requested as part of this report; however the invoiced costs to date are $3,003,998.25

BACKGROUND/EXPLANATION:

On July 25, 2012, at 1:54 p.m. a large sinkhole was reported at 2330 E. Monument Street between Patterson Park Avenue and Montford Avenue. The sinkhole is directly related to a structural failure of the 10-foot diameter storm tunnel located about 40 to 50 feet below ground surface of Monument Street. This portion of the tunnel conveys storm water from about 700 acres of the City or roughly 5 percent of the entire City. The capacity and Operations of this tunnel are required to prevent flooding of the roadways and properties to the north.

Initially, the sinkhole was located near the center of the roadway and the extent of the void was estimated to be approximately 10 feet wide by 20 feet long. Failure of the tunnel structure resulted in roadway closures and utility disruptions that adversely affected the Operations of the businesses along Monument Street. The properties along Monument Street between Bradford Street and Montford Avenue were evacuated for several days because essential utility services were compromised by this sinkhole: drinking water, wastewater, natural gas, and other conduits.

BW&WW – cont'd

The Department of Public Works (DPW) immediately took action with its available resources, including existing contracts, to stabilize the area and conduct an assessment of the requirements for repairs. Next, the DPW moved to restore water and sewer service while similar actions were taken to restore services by the BGE and Verizon. By Monday, July 31, 2012, the sinkhole had increased to a width of the entire roadway. Further investigations were delayed until the sinkhole could be stabilized.

Due to the nature and gravity of the incident written notices were given to the Director of Finance on July 27, 2012 and August 6, 2012 that the DPW would need to obtain goods and/or services that were not within the scope of any existing contract and requested that an emergency procurement be provided for the sinkhole emergency situation. On August 16, 2012, the Director of Finance gave written formal approval authorizing the DPW to obtain through emergency procurement the required goods and services

Since that time, the DPW solicited several contractors known to have the required capabilities to perform the work required to repair the storm water tunnel. Two declined to offer proposals. American Infrastructure-MD, Inc., a firm working on another City project when the sinkhole first opened, agreed to undertake the storm water tunnel repairs. A second contractor, Seismic Surveys, Inc. was called to provide geophysical monitoring of the area and document the conditions of exterior and interior structures in the area. The firm remains on-site monitoring the ground vibrations associated with the repair work, as well as the possibility of further subsidence. The DPW also anticipates making requests for extra work orders under existing urgent needs contracts for water and sewer repairs. The DPW is negotiating formal emergency procurement contracts with these two firms which will be presented to the Board for approval.

BW&WW – cont'd

In early August the estimated cost of repairs was less than $4,000,000.00. However, three major storm events have set back and delayed repair efforts by washing away fill material; further undermining the subsurface, requiring extensive dewatering, and increasing the size of the sinkhole.

It is expected that all repairs including those by Verizon and the BGE will be completed by December 15, 2012. However, this date and final costs are dependent on such factors as the conditions of the subsurface areas that are not accessible for direct inspection, the weather, and necessary precautions required to protect the community and the project workers. The DPW has been invoiced for just over $3,000,000.00 and estimates that other costs including contracts still in negotiation will total no more than
$4,000,000.00.

The urgency to act for the public welfare/public safety, as well as the ongoing nature of the events described above, regrettably delayed this report to the Board. The DPW will continue to keep the Board apprised of its actions and will bring forward contracts for approval at the earliest possible dates.

MBE/WBE PARTICIPATION:

A waiver was requested and approved by MWBOO for the contracts procured subject to emergency procurement. MWBOO provisions in existing contracts will be enforced.

UPON MOTION duly made and seconded, the Board **NOTED** the report of the Department of Public Works, Bureau of Water and Wastewater on actions taken pursuant to the Baltimore City

BW&WW – cont'd

Charter, Article VI, Section 11(e) (ii), for emergency procurement necessary to repair the sinkhole reported at 2330 E. Monument on July 25, 2012. The President **ABSTAINED**.

MINUTES

Bureau of Water and Wastewater (BW&WW) - Emergency Procurement Agreement

ACTION REQUESTED OF THE B/E:

The Board is requested to approve and authorize execution of an emergency procurement agreement with American Infrastructure-MD, Inc. for SWC 7765 – Monument Street Sinkhole Emergency Repair Services. The period of the agreement is effective upon the date of the Notice to Proceed until the work is completed as determined by the City Engineer, but in no case later than November 30, 2012.

AMOUNT OF MONEY AND SOURCE:

$3,450,288.51 – 1001-000000-5181-390516-609036

BACKGROUND/EXPLANATION:

On July 25, 2012 at 1:54 p.m. a large sinkhole was reported at 2330 E. Monument Street between Patterson Park Avenue and Montford Avenue. The sinkhole is directly related to a structural failure of the 10-foot diameter storm tunnel located about 40 to 50 feet below ground surface of Monument Street. Further investigations are being performed to determine the extent of the underground voids and extent of structural damage to the tunnel. The properties along Monument Street between Bradford Street and Montford Avenue were evacuated for several days because essential utility services were compromised by this sinkhole: drinking water, wastewater, natural gas, and other conduits.

The Department of Public works (DPW) immediately took action with its available resources, including existing contracts, to stabilize the area and conduct an assessment of the requirements for repairs. Due to the nature and gravity of the incident

BW&WW – cont'd

written notices were given to the Director of Finance on July 27, 2012 and August 6, 2012 that DPW would need to obtain goods and services that were not within the scope of any existing contract and requested that an emergency procurement be provided for the sinkhole emergency situation. On August 16, 2012, the Director of Finance gave written formal approval authorizing the DPW to obtain through emergency procurement the required goods and services.

APPROVED FOR FUNDS BY FINANCE

MWBOO GRANTED A WAIVER.

SUBJECT TO AUDITS REVIEW OF THE RECOMMENDATION BY THE CONSULTANT AND DPW'S CERTIFICATION OF THE INVOICES PRIOR TO PAYMENT, AUDITS HAS NO OBJECTION TO BOARD APPROVAL.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the emergency procurement agreement with American Infrastructure-MD, Inc., for SWC 7765 – Monument Street Sinkhole Emergency Repair Services. The period of the agreement is effective November 7, 2012. The President **ABSTAINED.**

President: "There being no more business before this Board the meeting will recess until twelve noon bid opening. 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.

Bureau of Water and Wastewater -	WC 1202 Fells Point/Butchers Hill Area Infrastructure Rehabilitation **BIDS TO BE RECV'D: 11/14/2012** **BIDS TO BE OPENED: 11/14/2012**

MINUTES

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

Department of Transportation	-	TR 10314, Parcel D, Inner Harbor East Improvements Phase III
Allied Contractors Joseph B. Fay Company		
Bureau of Water and Wastewater	-	SC 897, Improvements to Sanitary Sewers in Greenmount, Hampden, and Bolton Hill Areas in Jones Falls Sewershed
SAK Construction, LLC AM-Liner East, Inc Inland Waters Pollution Control, Inc. Institutionform Technologies, LLC Spiniello Companies		
Bureau of Purchases	-	B50002616, Chemical Root Application and Closed Circuit Television for Inspectors Sanitary Sewer Systems
Municipal Sales, Inc. Dukes Root Controls, Inc.		

BOARD OF ESTIMATES **11/07/2012**

MINUTES

Bureau of Purchases - B50002652, Snow Removal Services IV Bidder

A Halcon Contractors, Inc.
Donald Fritts
Trim Co Landscaping
Lorenz, Inc.
M. Luis Construction Co., Inc.

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There being no objections, the Board UPON MOTION duly made and seconded, the Board adjourned until its next regularly scheduled meeting on Wednesday, November 14, 2012.

JOAN M. PRATT
Secretary