

MINUTES**REGULAR MEETING**

Honorable, Stephanie Rawlings-Blake, President
Honorable, Sheila Dixon, Mayor
Honorable, Joan M. Pratt, Comptroller and Secretary
George A. Nilson, City Solicitor
David E. Scott, Director of Public Works
Donald Huskey, Deputy City Solicitor
Ben Meli, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

The meeting was called to order by the President.

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BOARDS AND COMMISSIONS1. 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:

Action Electrical Contractors, Inc.	\$ 6,696,000.00
Bensky Construction Co., LLC	\$ 8,000,000.00
Drake, Inc.	\$ 2,718,000.00
Go Contractors, Inc. d/b/a Eco Electrical	\$ 1,485,000.00
Ice Builders, Inc.	\$ 6,687,000.00
J&K Contractors, Inc.	\$ 1,500,000.00
Jett Industries, Inc.	\$ 600,000,000.00
Kiewit Construction Co.	\$6,180,590,000.00
M.E.B. Inc. Aka Mid Eastern Builder, Inc.	\$ 179,424,000.00
Sachs Electric Company	\$ 318,402,000.00
Skanska USA Civil Southeast, Inc.	\$3,702,620,000.00
Stone Exotics, LLC	\$ 702,000.00
W. Walsh Company, Inc.	\$ 12,771,000.00
Western Summit Contractors, Inc.	\$ 657,384,000.00

2. Prequalification of Architects and Engineers

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

A.D. Marble & Company	Engineer
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Boards and Commissions - cont'd

A Squared Plus Engineering Support Group, LLC.	Engineer
Biohabitats	Landscape Architect Survey
C.C. Johnson & Malhotra, P.C.	Engineer
Chesapeake Environmental Management, Inc.	Engineer
J.T. Fishman & Associates	Architect
Foundation Test Group, Inc.	Engineer
Reviera Enterprises, Inc.	Engineer
Stafford Bandlow Engineering, Inc.	Engineer

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

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Department of Audits - Audit Report and Related
Audit Digest

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

Mentoring Children of Incarcerated Parents Grant Program
Number 90CV0215 Awarded to the Mayor's Office for
Children, Youth and Families (Baltimore Rising, Inc.)
from the U.S. Department of Health and Human Services
for the Period from July 30, 2004 - December 31, 2007

President: "The first item is Page 3, Department of Audits
Mentoring Children of Incarcerated Parents Grant Program."

Mr. Bob McCarty, City Auditor: "Good morning, Madam President,
members of the Board. The Department of Audits conducted an
audit of the U.S. Department of Health and Human Service or HHS
the Mentoring Children of Incarcerated Parents Program or the
MCIP Program administered by the Mayor's Office for Children,
Youth and Families or the MOCYF for the period June 30, 2004
through December 31, 2007. In August 2007, the MOCYF began
operating as Baltimore Rising, Inc. or BRI. However, MOCYF was
used on the submitted financial reports. In May 2007, the
Inspector General for Baltimore City wrote to the Inspector
General for HSS expressing concern for the amounts expended by
the City for the MCIP Program. As a result of this
communication, we performed an audit of the MCIP Program. The
purpose of our audit was to determine whether the financial

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reports were complete, accurate and properly supported by the City's underlying accounting records and other supporting documentation. Our audit revealed that reported grant amounts did not agree with the City's accounting records, with the amount recorded on the City's records exceeding the reported amounts by \$31,000.00. The difference could not be explained by MOCYF. Cash management procedures related to Federal reimbursements were not followed to obtain timely reimbursements, and \$250,000.00 was not requested by MOCYF until informed by Audits. The MCIP grant award was dependent on MOCYF obtaining sufficient and appropriate matching in-kind contributions of \$100,000.00 for each of the first two years and \$300,000.00 for the third year. In order to get the full \$900,000.00 grant award for the three year period, the total of \$500,000.00 of matching in-kind contributions had to be achieved. The amount reported for matching in-kind contributions were not properly supported or documented. Total in-kind contributions reported to HHS were \$498,000.00, while the programs records totaled \$478,000.00. A \$20,000.00 difference that cannot be explained by MOCYF. There were three categories of in-kind contributions. Donated services, which were not supported with time and attendance records. Donated space at the program's offices and several non-profit entities, which

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were not adequately documented, and donated supplies, which were not properly identified. Expenditures for consultant costs, which totaled \$248,000.00, which went to 30 individual consultants, were made without written contractual agreements, adequate documentation and Board of Estimates approval. Submitted invoices were vague, with descriptions such as data management, or support services, or providing support. Additionally, our test disclosed that invoices appeared to be copies of previous invoices with only the date changed and invoices that were created by MOCYF's staff for the consultants. Expenditures for other costs were made that were not properly supported. Payments were made to the Baltimore City Foundation totaling \$113,000.00, which were not documented. A duplicate payment of \$25,000.00 was made has not been recovered, and a \$500.00 donation was made to a non-profit entity in violation of OMB Circular A-87 a Federal requirement. And approval by the Board of Estimates was not obtained for the second and third years of this grant award and approval was not obtained also for the time extension for the third year. We have concluded, based on the amount of unsupported expenditures including the unsupported required in-kind matching contributions and the significant deficiencies related to the operation of the program, that the entire grant amount of \$900,000.00 received by

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MOCYF for the MCIP program is questioned. The \$900,000.00 in questioned costs are subject to be returned to HHS, pending the Federal agency's ultimate resolution of the audit findings. We recommend, in general, that MOCYF develop specific written policies and procedures related to the administration of the program, including grant management, financial reporting, purchases, documentation of expenditures, the Federal reimbursement process, in-kind matching requirements and Board of Estimates approval requirements. We also recommend that MOCYF request that the Department of Finance assist them with the establishment of appropriate accounting procedures. BRI has concurred with our findings and recommendations, and their response to our findings is included as an appendix to our audit report."

President: "Thank you."

Ms. Lorrie Davis, Ex. Dir. of Baltimore Rising Inc.: "Good morning members of the Board. I do concur with findings of the Auditor and the audit report. I wish to add that in 2007, the Mayor's Office was preparing for the re-application of the Mentoring Children of Incarcerated Parents federally funded grant for another three year term. During that process, many discrepancies were discovered on the grant for the period covering 2004 through 2007. The grant for this program was

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awarded to the Mayor's Office by the U.S. Department of Health and Human Services. The Mayor's Office contacted the Inspector General's Office for further review and it was recommended that this matter be referred to HHS. However, HHS referred the matter back to the Mayor's Office. The Mayor's Office immediately proceeded with contacting the Baltimore City Audit's Department and requested that an audit be done on the Mentoring Children of Incarcerated Parents Program. It was in October of 2008, when I was appointed as the Executive Director of Baltimore Rising and two weeks after my appointment the matter of the audit was brought to my attention. A request was made for me to attend a meeting with the Auditors along with several of my staff. Immediately following, I conducted an internal audit on our programs and much focus was placed on the Mentoring Children of Incarcerated Parents Program. My findings led me to call on the assistance of a local and reputable accounting firm. Abrams, Foster, Nole and Williams, CPA's, for consultation, for a review of BRI's financial history and to conduct a financial audit. The representative from this accounting firm concluded that BRI's financial records were not well structured, and made a recommendation that we hire a part-time accountant to assist us with our financial records, to help us with our uploading of our Quick Books, financial software system and to help us to

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prepare our books, so that a comprehensive financial audit can then occur. The accountant has been working for us since January 2009 and the work is near completion. The auditor's findings serve as a driving force to my taking corrective measures that will speak to a new order of service delivery within Baltimore Rising. Again, I concur with the six audit findings and I do accept your recommendations."

President: "Are there any questions?"

Comptroller: "I would just like to have the Department of Audits follow up with BRI in a review to make sure that the audit recommendations have been implemented within the next nine months."

Ms. Davis: "I accept."

President: "Thank you, and I would also add that after the nine months for the next three years that we have yearly audits of Baltimore Rising."

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City Auditor: "Okay. After the nine month period when we review that, can we discuss the scope and everything of the audit at that time?"

President: "Yes. Thank you."

Ms. Davis: "Thank you very much."

President: "The audit has been accepted."

The Board **NOTED** receipt of the Audit Report and Related Audit Report.

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UPDATED

Lorrie R. Davis
Executive Director
Baltimore Rising, Inc.

3939 Reisterstown Road, Suite 268 · Baltimore Maryland 21215
Office: 410-396-4274 · Fax: 410-367-5760

MEMORANDUM

TO: Board of Estimates

FROM: Lorrie Davis, Executive Director' 
Baltimore Rising, Inc.

CC: Salima Siler Marriott, Deputy Mayor, CHD
Janie McCullough, Assistant Deputy Mayor, CHD
Carolyn Blakeney, Assistant Deputy Mayor, N&ED

DATE: May 5, 2009

SUBJECT: Background Information by the Executive Director of BRI for the
May 6, 2009 BOE Meeting

This Performance Audit is a result of a request from the current Mayor's Office to the Inspector General (in 2007) to examine the discrepancies found in the process of preparing for the re-application of funding of the Mentoring Children of Incarcerated Parents (MCIP), a federally-funded grant program. Approximate eighteen months later, in October 2008, the findings were released to Baltimore Rising, Inc., a 501C-3 quasi-Baltimore City government agency and current administrator of the MCIP grant.

There has been substantial transitioning of staff since the change of the administration that has impacted the institutional memory and have made it difficult to respond fully to the immediate release of the Audit Report.

When the Audit Report was released to BRI secured the services of Abrams, Foster, Nole, and Williams, P.A., a local accounting firm were for consultation and a financial audit. The firm agreed to review the financial history as an in-kind contribution and recommended that BRI secure the services of an accountant. We employed a part-time accountant to look at the historical financial records and examine accounting practices.

BRI in transferring their accounting records to the Quick Books System. At this time, this work is near completion.

In regards to the Audit Report citing 6 findings, we concur and have put in place a Corrective Action Plan that addresses the new order of BRI. Additionally, we concur with the twelve recommendations proposed by the City Auditors. As a result of these recommendations, we have established a Policy and Procedure Manual for MCP and policies relating to Cash Management Procedures for the entire agency.

AUDIT FINDINGS

In preparation for the presentation of the Audit Report to the Board of Estimates, BRI has taken the following approach:

Finding #1

Financial reports submitted by MOCYF to HHS were not supported by the City's accounting records.

We concur. We will be sure to report amounts that agree with the City's accounting records and sufficient information with complete documentation and justification of services rendered and/or goods purchased will also be included with every transaction.

Finding #2

Cash management procedures were not followed regarding the timely reimbursement of Federal grant expenditures.

We concur that funding reimbursements from the Federal grant was not requested timely. However, we believe that it was due to the transitions of key staff persons and the maternity leave of the MCIP program manager.

Finding #3

The amounts reported for the matching in-kind contributions were not properly supported and documented. Sufficient, supported matching in-kind contributions must be realized to satisfy the Federal-local matching requirement.

We concur with the findings that matching in-kind contributions were not properly supported and documented. Most of these in-kind services were from the donors who were recruiting and providing one-on-one mentoring services to the children of incarcerated parents. The contractual relationships developed with these donors for in-kind and other services early in the grant cycle under the prior administration. The current administration was not able to compile a comprehensive response to the Audit findings.

In regard to the in-kind match discrepancies, the application that was approved by HHS in December 2007 included a financial match from the general fund grant as the in-kind contribution.

Finding #4

Expenditures for consultant costs were made without written contractual agreements, vendor-prepared invoices, adequate documentation, or Board of Estimates' approval, and were not made in accordance with the City's Administrative Manual.

We concur with the findings that consultant costs were not handled in accordance with the City's Administrative Manual. These practices were initiated under the prior Administration. Toward the extent that the practice continued during the final half of the third fiscal year under the current Administration was a function of honoring the relationships that were already established.

On August 1, 2007, the programs of MOCYF were incorporated as a quasi-governmental entity (BRI) seeking 501C-3 status from the IRS. BRI recognizes the practices within the City's Administrative Manual as sound and follows them whenever appropriate as a recipient of funding from the City.

Finding #5

Expenditures for other costs were made that were not properly supported or were unallowable in accordance with Federal regulations. Additionally, duplicate payments were made and MOCYF has not sought recovery of these grant funds.

We concur with the finding. In response to the Audit's findings that a donation was given to a prison association, a review of the invoice indicates the payment was made to the National Coalition of Prison Ministries. While the invoice reported it as a donation, a recent call to the CEO of the Ministries revealed that the \$500 covered the registration cost for three staff persons to attend a conference sponsored by the Ministries. **As of Tuesday, May 5, 2009, BRI discovered that the National Coalition of Prison Ministries is no longer in business and there is no working number available in which to make contact.**

In response to the Audit finding regarding payments made to the Baltimore City Foundation (BCF), the MCIP federal grant was awarded to Baltimore City on behalf of MOCYF. These grant funds were to be appropriated to BRI to perform the services as outlined by the grant. Though we have received our 501c3, BCF will continue to serve as the fiduciary for BRI for a period of time.

The pattern established is that the BRI bookkeeper requests quarterly payments from the Baltimore City grant and the federal grant on behalf of MOCYF from the Department of Finance for BCF to disburse checks on behalf of BRI.

We concur with the Audit findings that \$25,000 was paid to Urban Leadership Institute (ULI) twice. It is to be noted that all payments to ULI were authorized by the prior Administration. The final check paid to ULI was processed in December 2006 prior to the departure of the then Executive Director of MOCYF who authorized this payment. Under the current leadership at BRI, ULI has been approach twice for documentation that demonstrates these payments were for distinctly different service. ULI indicated that they had provided this information in the past and no longer has a copy in their records. The principal leader of ULI indicated that he felt harassed by BRI and threatened to contact an attorney. This matter will be explored with the Office of the City Solicitors for advice and to the Baltimore Accounting and Payroll Services Office for assistance in recouping funds if documentation is not provided within 30 days of the Board of Estimates session. **BRI has received a letter dated May 5, 2006 from the principal leader of ULI that describes the partnering relationship, scope of work and the award amount of \$50,000. A copy of this letter will be forwarded to the City Auditor for further review.**

Finding #6

Board of Estimates grant approval was not obtained for the second and third years of the grant award period.

We concur with the finding that the Board of Estimates grant approval was not obtained for the second and third years of the grant award period. We believe MOCYF assumed that when the grant was approved by the Board of Estimates in 2004, it would cover the three year funding period.

AUDITOR'S RECOMMENDATIONS AND CORRECTIVE ACTIONS OF BRI

Below listed are the Auditor's recommendations in bold type, followed by the concurrence statements and corrective actions of BRI:

1. **Reported amounts agree with the City's accounting records and should be supported with proper documentation for the services provided and the goods purchased. Furthermore, the questioned amount of \$900,000 is subject to be returned to the U.S. Department of Health and Human Services pending the federal agency's ultimate resolution of our findings.**
 - We concur with this recommendation. BRI has a policy in place that calls for better communication with the Baltimore City Department of Finance and the U.S. Department of Health and Human Services. MCIP financial status reports that are documented and communicated to HHS during the life-span of this federal grant will also be copied to the Finance Department. This increased level of communication will minimize payment timing issues in

order to increase accountability of reconciliation on the amounts that are reported to HHS and the Department of Finance. This new procedure has been implemented and is being applied to any grants that the City of Baltimore receives on behalf of Baltimore Rising, Inc.

2. **Federal reimbursable expenditures be submitted in a timely manner so that City funds are not used to cover grant costs for extended periods of time.**
 - We concur with this recommendation. BRI's Fiscal Manager and the MCIP Program Manager are meeting on a monthly basis to ensure that federal reimbursable expenditures are submitted on time to HHS. During the monthly meetings, the Fiscal Manager and MCIP Program Manager will discuss and confirm federal reimbursable expenditures as well as the matching in-kind contributions. These monthly reports will be forwarded to the Executive Director for final review and approval.
3. **Matching in-kind contributions be correctly determined and supported with proper and complete documentation. Donated services documentation should include individual timesheets with appropriate rates and in-kind hours worked; space donations should be computed using actual square footage, and reasonable rates and usage percentages; and supplies donations should be documented with an itemized list with assigned values.**
 - We concur with this recommendation. In November 2008, the MCP program manager sought the assistance of the HHS federal program officer who gave specific references to various ways to include and track in-kind contributions. Again in February 2009, the program manager sought the assistance of the MCP Technical Assistance Center to assist with the tracking of appropriate in-kind contributions.
 - BRI will continue to seek for additional technical assistance and training on grant management and tracking in-kind contributions. Staff will be required to forego specialized training on an ongoing and continuous basis upon the approval of the Executive Director.
4. **Sufficient, supported in-kind contributions must be realized to satisfy the Federal matching requirement.**
 - We concur with this recommendation. Currently, BRI has strengthened its policy on documenting and supporting in-kind matching contributions. Respectively, BRI has better recording mechanisms in place to track in-kind matching contributions. There is sufficient documentations for documenting staff services, space and supplies to date.

5. **Individual consultant agreements must be prepared and submitted to the Board of Estimates for approval.**
 - We concur with this recommendation. BRI's interagency procedures related to the Board of Estimates is subject to change as of the recent approval of BRI's status as a 501C-3 organization on April 2, 2009. BRI as a quasi-governmental organization (a separate entity) makes hiring and funding decisions independent of the Board.
6. **Invoices should be obtained from the vendor, with proper supporting documentation to validate the expenses. Services provided should be sufficiently described. MOCYF should not prepare vendor invoices or accept copies of previous invoices, but rather, obtain original invoices from the vendors.**
 - We concur with this recommendation. The program will seek to obtain properly documented invoices that validate expenses from all vendors in a timely manner. Baltimore Rising has begun developing specific written policies and procedures for handling its vendor payments and invoices in accordance with the Bureau of Accounting and Payroll Services guidelines (BAPS).
7. **Consultant payments should be made in accordance with requirements of the City's Administrative Manual.**
 - In August 2007, the programs of the Mayor's Office of Children, Youth and Families were incorporated, therefore, vendor contracts and consultant agreements are not submitted to the Board of Estimates for approval. **Due to this transition, all vendors contracts, consultant agreements, MOUs, will now be routed to the BRI Board of Directors for their review and approval. This is a new procedure as a result of BRI obtaining its 501c3 status.**
8. **MOCYF immediately seek reimbursement for the duplicate payment amount of \$25,000.**
 - We concur with this recommendation. BRI has sought for reimbursement twice from ULI for the duplicate payment \$25,000 and will continue to do so. **This matter will be referred to the Office of the City Solicitor for advice within 30 days of this BOE session and we will also inform the Bureau of Accounting and Payroll Services (BAPS) for assistance towards recouping monies if and when appropriate.**

9. In accordance with Federal regulations, donations using grant funds must be discontinued.

- The assertion that BRI contributed a donation of \$500.00 to the National Coalition of Prison Ministries was not supported based on additional research. BRI is fully cognizant of the federal regulation regarding donations and will adhere to this regulation. **As of Tuesday, May 5, 2009, BRI discovered that the National Coalition of Prison Ministries is no longer in business and there is no working number available in which to make contact.**

10. Payments to the Baltimore City Foundation, Inc. be made based upon specific reimbursable expenses that are fully documented.

- Prospectively, BCF is not a vendor of Baltimore Rising, Inc, but it is the fiduciary agent since the transitioning of MOCYF to BRI on August 1, 2007, pending the approval of BRI's 501C-3 status. In November 2008, BRI consulted with Abrams, Foster, Nole, and Williams, P.A., a local accounting firm and requested to have a financial audit of the entire organization.
- On Friday, April 24, 2009, BRI held a meeting Michael Broach, Chief of Bureau Accounting and Payroll Services to acquire technical assistance toward establishing a cash management policy. We have a working policy in place that address the issue of reimbursable expenses being fully documented.

11. MOCYF develop specific written policies and procedures related to the administration of its programs, including, but not limited to, grant management, purchases, expenditure documentation, Federal reimbursement process, and matching requirements.

- Since October BRI has taken a very serious stance on developing specific written policies and procedures that relate to all of its programs beginning in October 2008. The highest areas of priority are to strengthen the organization's Budget and Finance Department and grant management functions. Currently, we have a policy and procedure manual for MCIP and an Organizational Operational Manual is underway pending BRI's Strategic Planning sessions of 2009. Within 6 months from the organization's first strategic planning session of May 21, 2009, it is expected that we will have clear written standard operating procedures that are well documented and fully executed with all staff within the organization for total quality management purposes.

12. MOCYF request the Department of Finance to assist with the establishment of appropriate accounting procedures.

- On Friday, April 24th a meeting was held with a financial analyst for the purpose of the Executive Director making an inquiry on the financial history of MOCYF prior to transitioning to BRI. Also, discussed were the Department of Finance's expectations of BRI and their cash management procedures that govern the organization.
- Monthly meetings will be held with the financial analyst to conduct cash flow analysis and to reconcile any financial reporting differences and to determine if strategic changes are necessary. We understand that a cash flow analysis will help with cash and budgetary planning for our organization's future success.
- Since this Audit Report, Baltimore Rising, Inc. has researched the Bureau of Accounting and Payroll Services (BAPS) guidelines in order to establish internal accounting and budgetary controls to allow for a higher level of efficiency.
- We have consulted with Abrams, Foster, Nole, and Williams, P.A., a local accounting firm not only for an audit to be conducted, but also to establish sound accounting procedures.
- We have also hired a part-time accountant to set-up our certified Quick Books System and organize our financial records.
- We have a cash management policy in effect that will drive BRI in the application of best practices to control the flow of cash and cash equivalents throughout the organization. Our cash management policies are directed at all aspects of collections, disbursements, investments, and debt management.
- BRI welcomes another Audit in nine months to re-examine our accounting procedures, policies and organizational procedures.

Baltimore Rising, Inc. Achievements

2007-2009

- Established an Advisory Committee to BRI that will form into a full governing board as a result of the organization's 501c3 status.
- Incorporated the program. Program receives its 501c3 status on April 2, 2009
– Determination Letter is Forthcoming.
- Organized staff and established a Jail Reentry Program
- Initiated the Mayor's Adoption of the National League of Cities Platform on Family Strengthening
- Provided family strengthening training to faith and community based organizations

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OPTIONS/CONDEMNATIONS/QUICK-TAKES:

	<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
	<u>Department of Housing and Community Development - Option</u>			
1.	Edith Blum and Dr. Joseph S. Blum (deceased)	814 E. Preston St.	G/R \$90.00	\$750.00

Funds will be transferred prior to settlement into account no. 9910-904714-9588-900000-704040, Preston Street RFP.

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

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

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Enoch Pratt Free Library - Sick Leave Donation

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

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

Employee's Name - Thelma Hawkins

<u>NAME</u>	<u>DAYS</u>
Rose Anne Ulrich	5
Alprescia Rivers	5
Shirley Harley	5
Vanessa Williams	2
Frances Spears	3
Davetta Parker	2
William Robinson, Jr.	2
Ann Marie Lalmansingh	4
	<u>28</u>

THE LABOR COMMISSIONER RECOMMENDED APPROVAL.

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

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Mayor's Office of Employment Development (MOED) - Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an agreement with the International Youth Foundation, Inc. The period of the agreement is April 22, 2009 through June 9, 2009.

AMOUNT OF MONEY AND SOURCE:

\$ 3,750.00 - 8953-631-493-05-351

BACKGROUND/EXPLANATION:

The organization will provide 40 hours of training for incumbent employees of the International Youth Foundation, Inc. through an initiative known as Maryland BusinessWorks.

The incumbent employees will receive training in the areas of communications, management, and customer service skills.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the agreement with the International Youth Foundation, Inc.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

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| 1. FASTENAL | \$ 7,806.00 | Low Bid |
| Solicitation No. 07000 - Valve Parts - Department of Public Works - Req. No. R522245 | | |
| 2. B & B ROADWAY | \$ 7,520.00 | Only Bid |
| Solicitation No. B50001064 - Safety Gates - Department of Transportation - Req. No. R520480 | | |
| 3. IDEXX DISTRIBUTION, INC. | \$11,020.00 | Sole Source |
| Solicitation No. 08000 - IDEXX Yearly Supplies - Department of Public Works - Req. No. R522187 | | |

The vendor is the sole supplier of the IDEXX products.

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| 4. EARLY MORNING SOFTWARE | \$20,990.00 | Sole Source |
| Solicitation No. 08000 - Inform Suite - Mayor's Office of Information Technology - Req. No. R522716 | | |

The vendor is the only authorized reseller of 3Par software in the DC/MD/VA area.

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| 5. SABER CORPORATION | \$18,720.00 | Sole Source |
| Solicitation No. 08000 - AIM Software Client Licenses and Maintenance - Commission on Aging and Retirement Education - Req. No. R521808 | | |

The vendor is the sole source provider of this proprietary software and its maintenance.

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| 6. ASTROPHYSICS, INC. | \$21,925.00 | Low Bid |
| Solicitation No. B50000958 - Rapiscan Systems Scanner - Circuit Court for Baltimore City - Req. No. R514622 | | |

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INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

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| 7. COURTSMAART DIGITAL
SYSTEMS, INC. | \$219,289.80 | Sole Source |
| Solicitation No. 08000 - CourtSmart Maintenance Service -
Circuit Court for Baltimore City - Req. No. R522961 | | |

The CourtSmart Digital recording system is currently in use in the Mitchell Courthouse, Courthouse East, and the Department of Juvenile Services buildings. The required maintenance can only be purchased directly from this vendor.

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 (d)(i) of the City Charter, the procurement of the equipment and/or services is recommended.

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| 8. ORACLE USA, INC. | \$ 40,527.64 | Sole Source |
| Solicitation No. 08000 - Oracle Software Updates & Support -
Baltimore City Health Department - Req. No. R521665 | | |

The required software updates are only available from the developer.

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 (d)(i) of the City Charter, the procurement of the equipment and/or services is recommended.

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INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

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|--|--------------|-------------|
| 9. ORACLE, INC. | \$ 60,663.91 | Sole Source |
| Solicitation No. 08000 - Oracle Software Updates - Mayor's Office of Information Technology - Req. No. R523010 | | |

The required software updates are only available from the developer.

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 (d)(i) of the City Charter, the procurement of the equipment and/or service is recommended.

- | | | |
|---|--------------|----------|
| 10. CORRELLI, INC. | \$ 62,875.00 | Increase |
| Solicitation No. B50000458 - Portable Air Compressors for City of Baltimore - Department of Public Works, Bureau of Water and Wastewater - Req. No. R520993 | | |

On August 13, 2008, the Board approved the initial award to purchase five portable air compressors in the amount of \$52,475.00. An increase in the amount of \$62,875.00 is necessary to purchase one additional air compressor, making the total award amount \$115,350.00.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
--------	-----------------	-------------

Bureau of Purchases

11. EVERGREEN LANDSCAPE

AND DESIGN	\$175,000.00	Renewal
------------	--------------	---------

Solicitation No. BP 07162 - Grass Mowing - Department of Public Works, Bureau of Water and Wastewater - Req. No. to be determined.

On July 18, 2007, the Board approved the initial award in the amount of \$344,960.00. The award contained two 1-year renewal options at the sole discretion of the City. Authority is requested to exercise the first renewal option in the amount of \$175,000.00, making the award amount \$519,960.00.

MWBOO SET GOALS OF 12% MBE AND 4% WBE.

MBE: Total Lawn Care 12%

WBE: Tote-It, Inc. 4%

MWBOO FOUND VENDOR IN COMPLIANCE.

UPON MOTION duly made and seconded, the Board approved the informal awards, renewals, increases to contracts and extensions. The Mayor **ABSTAINED** on item no. 4.

MINUTES

Department of Transportation - Traffic Mitigation Agreements

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

1. **SOUTHERN MANAGEMENT CORPORATION** **\$10,000.00**

Account: 9950-909980-9508

Southern Management Corporation proposes a development that includes the construction of a nine-story high-rise mixed-used automated parking garage and apartment building located at 18 W. Saratoga Street. The parking garage will store 402 vehicles and the apartment use will include 22 dwelling units. The total square footage will be approximately 39,000 square feet.

Under the terms of this agreement, the developer will make a contribution of \$10,000.00 towards the operation of publicly-available shuttle bus service in Baltimore City near the development.

The developer agrees to pay the City for the shuttle contribution, upon billing by the City.

2. **SMALL POINT LLC** **\$ 2,159.00**

Account: 9950-907074-9512

Small Point LLC proposes the redevelopment of the Miller Building into a mixed-use development. The project is located on the northeast corner of Howard and 26th Streets. The development program includes 42 apartments, 38,000 square feet of office space, and 60 parking spaces.

The developer will make a contribution of \$2,159.00 for the traffic mitigation improvements.

MINUTES

Transportation - cont'd

The developer will pay the City within 30 days of being billed by the City.

(FILE NO. 56606)

APPROVED FOR FUNDS BY FINANCE

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

MINUTES

PERSONNEL MATTER

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Personnel matter

listed on the following page:

1547

The Personnel matter has been approved

by the EXPENDITURE CONTROL COMMITTEE.

MINUTES

PERSONNELHealth DepartmentCreate the following positions:

- 62494 School Health Aide (10 months)
Grade 465 (\$22,520.00 - \$27,670.00)
74 positions
Job Nos. to be assigned by BBMR
- 62222 Community Health Nurse (10 months)
Grade 507 (\$45,146.00 - \$59,620.00)
45 positions
Job Nos. to be assigned by BBMR

Costs: \$5,611,865.99 - 6000-624900-3100-295900-601001

BOARD OF ESTIMATES

5/6/09

MINUTES

Bureau of General Services - Boiler Test and Evaluation -
Pilot Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a boiler test and evaluation pilot agreement with NGB Marketing, LLC (NGB). The period of the agreement is effective upon Board approval for six months.

AMOUNT OF MONEY AND SOURCE:

\$25,000.00 - 1001-000000-1930-192602-604004
(\$1.00 per gal.)

BACKGROUND/EXPLANATION:

A new bio-fuel will be available in the Baltimore area through the NGB that will contribute less pollution to the City air and it will be offered at a discount below the price of conventional oil.

The NGB bio-fuel is designed to replace the use of fuel oil for heating buildings. The bio-fuel will not contain sulfur and when burned there will be less particulate and nitrogen oxide emissions than associated with conventional fuel oil.

Prior to selecting the bio-fuel for use, it will be necessary to test the performance of the fuel in the City boilers. The NGB will provide the cost of testing the fuel and the City will pay a nominal amount of \$1.00 per gallon for the bio-fuel used in the testing.

BOARD OF ESTIMATES

5/6/09

MINUTES

Bureau General Services - cont'd**MBE/WBE PARTICIPATION:**

MBE/WBE participation is not applicable since this contract is for a test of a commodity.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board to approved and authorized execution of a boiler test and evaluation pilot agreement with NGB Marketing, LLC (NGB).

BOARD OF ESTIMATES

5/6/09

MINUTES

Bureau of General Services - Minor Privilege Permit Applications

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

	<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1.	745 W. Fayette St.	Carter Memorial Church Of God in Christ	Two 5" conduits @ 150'
	Annual Charge: \$525.00		
2.	1702 Thames St.	Kooper's Tavern, Inc.	Outdoor seating 22' x 4'
	Annual Charge: \$449.50		
3.	821 S. Broadway	G & H Properties	Outdoor seating 23' x 4'
	Annual Charge: \$1,011.00		
4.	ES N. Howard St. @ SEC 26 th St.	Small Point, LLC	1 set of steps
	Flat Charge: \$35.20		

(FILE NO. 56606)

5.	2601 N. Howard St.	Small Point, LLC	2 sets of steps, 11 spot reflectors
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Annual Charge: \$334.20

(FILE NO. 56606)

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

BOARD OF ESTIMATES

5/6/09

MINUTES

Department of Public Works/ - Developer's Agreement
Bureau of General Services

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of developer's agreement no. 1120 with Beason Properties LLLP, developer.

AMOUNT OF MONEY AND SOURCE:

\$ 31,229.50

BACKGROUND/EXPLANATION:

The developer, Beason Properties LLLP, would like to install new water service to its proposed construction located in the vicinity of 1211, 1333, and 1400 Marriott Street. This developer's agreement will allow the organization to do its own installation, in accordance with Baltimore City standards.

A Letter of Credit in the amount of \$31,229.50 has been issued to Beason Properties LLLP which assumes 100% of the financial responsibility.

MBE/WBE PARTICIPATION:

City funds will not be utilized for this project, therefore, MBE/WBE participation is not applicable.

UPON MOTION duly made and seconded, the Board approved and authorized execution of developer's agreement no. 1120 with Beason Properties LLLP, developer.

BOARD OF ESTIMATES

5/6/09

MINUTES

Bureau of Water and Wastewater - Payment for Past Due InvoicesACTION REQUESTED OF B/E:

The Board is requested to approve the payment of outstanding invoices from Martel Laboratories Inc.

AMOUNT OF MONEY AND SOURCE:

\$22,517.80 - 2070-000000-5500-396510-603035
2070-000000-5500-396530-603035
2070-000000-5500-396602-603026
2070-000000-5500-399700-603026

BACKGROUND/EXPLANATION:

The formal agreement with Martel Laboratories Inc. expired but the Back River Wastewater Treatment Plant Laboratory continued to use the vendor to insure that Federal and State laboratory testing compliances were upheld until a new agreement could be reached. Therefore, the Board is requested to approve the payment to the vendor for past due invoices in the amount of \$22,517.80.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION

UPON MOTION duly made and seconded, the Board approved the payment of outstanding invoices from Martel Laboratories Inc.

BOARD OF ESTIMATES

5/6/09

MINUTES

Baltimore Development - Acknowledgement and Termination
Corporation (BDC) Agreement and an Amendment to
Profit Sharing Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the acknowledgment and termination agreement and an amendment to profit sharing agreement with the Canyon-Johnson Urban Fund Charles Village LLC (CJUF). The agreements are effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On April 10, 2006, the City Council passed Ordinance Nos. 06-210, 211, and 212 which provided for Tax Increment Financing (TIF) to fund public infrastructure in relation to the development of two mixed-used projects located on either side of the 3200 block of Saint Paul Street in Charles Village known as the "Village Lofts" and the "Olmsted" projects (collectively, the Project).

On August 30, 2006, the Board approved the following documents in relation to TIF and the provision of Parking Revenue Bonds related to the Project:

- Funding Agreement between the Mayor and City Council (City) and CJUF Charles Village LLC (the Developer)
- Garage Purchase and Sale Agreement between the City and Developer
- Profit Sharing Agreement between the City and the Developer

BOARD OF ESTIMATES

5/6/09

MINUTES

BDC - cont'd

The purpose of the agreements was to pledge approximately \$20,000,000.00 in public TIF and Parking Revenue Bond financing to fund the acquisition of land, construction of a public parking garage, and associated streetscape improvements in conjunction with the Project. The funding agreement expired on November 30, 2007 and the City currently has no obligation to provide TIF financing for the project; however, the Profit Sharing Agreement and Garage Purchase and Sale Agreement are currently in effect.

To date, only the east side of the project, the Village Lofts, has been completed. The Village Lofts is a mixed-use development consisting of 68 residential condominiums and approximately 12,000 square feet of retail space. The west side of the development also known as the Olmsted had not been completed due to the downturn of the economy, especially regarding the condominium and financing markets.

As a result, and at the request of the developer, the TIF bonds were never issued. The developer did construct a portion of the public streetscape improvements related to the project on the east side of Saint Paul Street, and the City is currently reimbursing the developer for those improvements subject to a Reimbursement Agreement approved by the Board on October 30, 2008.

The developer now intends to sell the Olmsted parcel to the Johns Hopkins University (the purchaser). In order to facilitate the sale, the purchaser has requested that the City formally acknowledge the termination of the Funding Agreement and the Garage Purchase Agreement. In addition, the BDC recommends amending the Profit Sharing Agreement.

Acknowledging the termination of the Funding and Purchase Agreements will have no practical or fiscal affect on the City Garage; however, the acknowledgment of termination will provide certainty to the purchaser and any future financiers or investors in a project to be developed on the Olmstead property. Amending the Profit Sharing Agreement will insure that any profit sharing due to the City related to the constructed Village Lofts project is received.

BOARD OF ESTIMATES

5/6/09

MINUTES

BDC - cont'd

The amendment will specifically exclude the Olmsted parcel from the current Profit Sharing Agreement. A Profit Sharing Agreement for the Olmsted property will be revisited when and if the purchaser requests financial assistance from the City in the form of TIF or other assistance.

The purchaser's interim plans for the Olmsted property are to develop the site as a temporary paid parking facility that will alleviate some of the parking demand in Charles Village and provide needed parking for retail patrons in the area. The parking rates will be established at a reasonable and competitive basis as to not deter transient parking. The BDC will review and approve the temporary parking plans, in addition to all other required City reviews and approvals. The purchaser will need approximately 18 to 24 months to confirm a new development plan for the Olmsted site. The developer and the purchaser have discussed the sale of the Olmsted lot with the community and it is generally supportive of the project. Any future development plans will undergo the relevant community input, design, and permitting processes.

MBE/WBE PARTICIPATION:

The developer will comply with Article 5, Subtitle 28 of the Baltimore City Code and MBE and WBE goals established in the original agreement. Any future public subsidy for the Olmsted property will necessitate a new commitment by the purchaser.

(FILE NO. 56374)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the acknowledgment and termination agreement and an amendment to profit sharing agreement with the Canyon-Johnson Urban Fund Charles Village LLC (CJUF).

BOARD OF ESTIMATES

5/6/09

MINUTES

Baltimore Development Corporation - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a lease agreement with Mark Burton Enterprises, Inc. tenant, for the rental of a portion of the property known as 2901 Druid Park Drive, Suite A44, at the Business Center @ Park Circle, consisting of approximately 442 square feet. The period of the agreement is May 1, 2009 through April 30, 2010.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Installments</u>
1	\$ 7,071.96	\$589.33

The lessee will have the option to renew for one additional one-year term. The annual rent will be increased annually by an amount equal to 4% of the annual rent each year of the renewal term beginning with the anniversary date of the lease.

BACKGROUND/EXPLANATION:

Mark Burton Enterprises, Inc. is a roofing contractor that has just been established. Mark Burton has been in the roofing business for over 18 years. The premises will be used for office purposes.

The space is leased on an "As Is" basis and does not require the landlord to make any modifications except basic painting. The tenant will be responsible for any additional improvements or build out of the premises.

All other landlord services such as utilities, limited janitorial services, maintenance and repairs to the premises are included in the base rent.

MINUTES

Baltimore Development Corporation - cont'd

In addition, the tenant is obligated to maintain and keep in force general public liability, contractual liability and property damage insurance protection for the premises and name the City as additionally insured under said insurance policies.

(FILE NO. 56620)

UPON MOTION duly made and seconded, the Board approved and authorized execution of a lease agreement with Mark Burton Enterprises, Inc. tenant, for the rental of a portion of the property known as 2901 Druid Park Drive, Suite A44, at the Business Center @ Park Circle, consisting of approximately 442 square feet.

MINUTES

TRANSFERS OF FUNDS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

1559 - 1562

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.

BOARD OF ESTIMATES

5/6/09

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Baltimore Development Corporation</u>		
1. \$ 16,100.00	9911-905858-9600	9910-905825-9603
M&CC	Const. Res. BDC	West Side Downtown
	Acquisition/Dev.	
8,077.56	9911-903859-9600	9910-905852-9601
M&CC	Const. Res. BDC	Economic Dev.
	Economic Dev.	Incentives
2,661.77	9910-904115-9600	9910-905825-9603
M&CC	Const. Res. BDC	West Side Downtown
	West Side Initiative	
941.95	9910-903354-9600	9910-904354-9601
M&CC	Const. Res. BDC	W. Balto. Ind. &
	W. Balto. Ind. &	Coml. Dev.
	Coml. Dev.	
1,529.38	9910-905575-9600	9910-906575-9601
M&CC	Const. Res. BDC	E. Balto. Ind. &
	E. Balto. Ind. &	Coml. Dev.
	Coml. Dev.	
1,947.96	9910-904982-9600	9910-902879-9601
M&CC	Const. Res. BDC	Coml. Revitalization
	Coml. Revit. Prog.	
11,946.75	9910-903354-9600	9910-904354-9601
19 th EDF	Const. Res.	19 th EDF
	W. Balto. Ind. &	W. Balto. Ind. &
	Coml. Dev.	Coml. Dev.
1,320.00	9910-904573-9600	9910-905573-9601
19 th EDF	Const. Res.	19 th EDF
	Fayette/Lombard St.	Fayette/Lombard St.
	Corridor	Corridor
3,318.75	9910-905575-9600	9910-906575-9601
21 st EDF	Const. Res.	21 st EDF
	E. Balto. Ind. &	E. Balto. Ind. &
	Coml. Dev.	Coml. Dev.

BOARD OF ESTIMATES

5/6/09

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Baltimore Development Corporation - cont'd</u>		
6,725.00	9910-904982-9600	9910-902879-9601
<u>21st EDF</u>	Const. Res.	21 st EDF
\$54,569.12	Coml. Revit. Prog.	Coml. Revit.

This transfer will provide funds to reimburse the Baltimore Development Corporation for eligible capital expenses for the month ending January 31, 2009.

Department of Transportation

2.	\$ 28,709.10	9950-509-980	9950-508-980-3
	MVR	Const. Res.	Design & Studies
		Downtown Shuttle System	Downtown Shuttle System

This transfer will fund costs associated with project Baltimore City Shuttle System, for investigation and design to convert an existing access roadway along the west side of Pier V between Pratt St. and Eastern Ave. into a roadway for shuttle services and to meet the marketing expenses through PO #504768.

Department of Recreation and Parks

3.	\$109,979.84	0000-000000-9509-Z01221	9950-912616-9508
	MVR	Const. Res. West Balto. Marc Neighborhood Improvements	Design & Studies West Balto. Marc Neighborhood Improvements

This transfer will fund costs associated with Project 1074 Task Assignment No. 8 to McCormick, Taylor & Associates for design services that have been requested of this consultant for the project "West Baltimore Marc Neighborhood Improvements".

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks - cont'd</u>		
4. \$ 10,194.13	9938-901523-9474	9938-901692-9474
MVR	War Memorial Plaza	Park Interior
	Active	Lighting, Active

This transfer will provide funds to cover the costs associated with Change Order No. 1 for Patterson Park Interior Lighting renovation project under Contract BP 07829 and to reconcile the account's deficit.

5. \$150,000.00	9938-901752-9475	
Gen. Fund	Var. Park - Improv.	
44,000.00	9938-901632-9475	
Other	Reserve Balto.	
	Playlot Prog.	
<u>\$194,000.00</u>	-----	9938-904804-9474
		Active - Locust
		Point Dog Park

This transfer will provide funds to cover the costs associated with the construction of Locust Point Dog Park.

Department of Housing and Community Development

6. \$43,000.00	9910-914994-9587-	9910-904083-9588-
28 th Comm. Dev.	900000-700000	900000-700000
Bond Funds	Special Cap.	Ombudsman's Office
	Projects	

This transfer will provide FY 2009, 28th Community Development Bond funds for the costs associated with the activities carried out by the Ombudsman's Office.

MINUTES

TRANSFERS OF FUNDS

	<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Bureau of General Services</u>			
7.	\$ 73,000.00	9916-909830-9194	9916-902830-9197
	Gen. Funds	68 th St. Dump Site	68 th St. Dump Site
		Environmental	Environmental
		Remediation Reserve	Remediation-Active

This transfer will provide funds to cover the costs associated with the 68th St. Dump Site Coalition and for the February 2009 Assessment of shared costs in the amount of \$72,916.67.

(FILE NO. 56148)

BOARD OF ESTIMATES

5/6/09

MINUTES

Department of Housing and - Amendment No. 1 to Grant Agreements
Community Development/ and Memoranda of Understanding
Homeless Services

The Board is requested to approve and authorize execution of amendment no. 1 to the grant agreements and memoranda of understanding (MOU) with the various providers.

AMENDMENT NO. 1 TO GRANT AGREEMENTS

1. **ASSOCIATED CATHOLIC CHARITIES, INC. (ACC)** **\$0.00**

On May 3, 2006, the Board approved the original agreement with the ACC to provide permanent housing and supportive services to homeless individuals in Baltimore City, in the amount of \$672,337.00. This amendment no. 1 to grant agreement will extend the period of the agreement through December 31, 2009.

2. **JOBS HOUSING AND RECOVERY (JHR)** **\$0.00**

On February 27, 2008, the Board approved the original agreement with the JHR to provide 24-hour transitional housing, employment assistance, and other supportive services, in the amount of \$574,878.00. This amendment no. 1 to grant agreement will extend the period of the agreement through June 30, 2009.

AMENDMENT NO. 1 TO MEMORANDA OF UNDERSTANDING (MOU)

3. **MORGAN STATE UNIVERSITY (MSU)** **\$0.00**

On October 22, 2008, the Board approved the original agreement with the MSU to provide an impact study to examine the effects of a permanent homeless shelter at 620 Fallsway, in the amount of \$20,000.00. This amendment no. 1 to grant agreement will extend the period of the MOU through June 30, 2009.

MINUTES

DHCD - cont'd

4. MORGAN STATE UNIVERSITY (MSU)

\$0.00

On February 18, 2009, the Board approved the original agreement with the MSU to conduct a census survey using direct point-in-time method of counting homeless individuals located in non-shelter, public locations, in the amount of \$25,000.00. This amendment no. 1 to grant agreement will extend the period of the MOU through June 30, 2009.

The amendment no. 1 to grant agreements and memoranda of understanding are late because of delays by the grantors and providers. Further delays occurred in the administrative review process, which required more time than anticipated prior to Board submission.

APPROVED FOR FUNDS BY FINANCE

AUDITS NOTED THE TIME EXTENSIONS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of amendment no. 1 to the grant agreements and memoranda of understanding (MOU) with the various providers.

BOARD OF ESTIMATES

5/6/09

MINUTES

Police Department - Employment Agreement

The Board is requested to approve and authorize execution of the following agreements. The period of the agreement is effective upon Board approval for one year.

	<u>Name</u>	<u>Hourly Rate</u>	<u>Amount</u>
1.	SHARON M. MARKOV	\$14.42	\$30,000.00
2.	HARRY J. SILK, JR.	\$14.42	\$30,000.00
3.	JOHN J. STASIK, III	\$14.42	\$30,000.00

Account: 1001-000000-2010-198300-601062

On January 3, 1996, the Board approved a waiver to Administrative Manual Policy AM 212-1, which allowed the Baltimore Police Department to hire retired Police Officers as contract employees.

The retirees will perform a variety of tasks, previously performed by full-duty Police Officers, which are supportive in nature. This will allow the Department to continue to assign active Police Officers to crime fighting duties.

The retirees will receive no benefits other than workmen's compensation and F.I.C.A.

APPROVED FOR FUNDS BY FINANCE

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

BOARD OF ESTIMATES

5/6/09

MINUTES

Police Department - Expenditure of Funds

The Board is requested to approve the following expenditure of funds:

<u>Vendor/s</u>	<u>Amount</u>
1. NEXTCAR RENT-A-CAR	\$ 30,752.92

Account: 1001-000000-2010-197600-603067

The Department leased vehicles from the above vendor and assigned them to various units for police operations. Vehicle accidents occurred while the vehicles were operated in an official capacity.

Under the current agreement, the City is obligated to compensate the vendor for all damages to the vehicles and any diminished value that resulted while the vehicles were under the Department's control.

2. ANIMAL EMERGENCY CENTER, INC.	\$ 1,354.50
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Account: 1001-000000-2010-197800-603026

On March 1, 2009, The Animal Emergency Center, Inc. provided emergency services to K-9 "Falco". Unfortunately before more treatment could be given on March 9, 2009, K-9 Falco's condition had worsened and it was in the best interest of Falco to put him to rest.

MINUTES

Police Department - cont'd

3. POLICE DEPARTMENT'S COLLEGE TUITION ASSISTANCE/EDUCATIONAL INCENTIVE PROGRAM \$400,000.00

Account: 1001-000000-2000-196100-603019

The Board is requested to authorize tuition reimbursement payment with Employee Expense Report for Police Officers participating in the Police Department's College Tuition Assistance/Educational Incentive Program.

The Police Department, acting through General Order D-8, provides financial assistance to eligible officers enrolled in a State approved accredited college or certification program with a declared major in Criminal Justice or job related topic, or any degree or certificate program or course which is related to law enforcement. Officers must attain a grade "B" or better to be reimbursed 100% of tuition cost. A grade of "C" will be reimbursed for 75%. Lesser grade will not be reimbursed.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED (EXCEPT ITEM NO. 3) AND HAD NO OBJECTION.

UPON MOTION duly made the Board approved the foregoing expenditure of funds.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

* * * * *

On the recommendations of the City agencies

hereinafter named, the Board,

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

1570 - 1601

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

The Transfers of Funds were approved

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having reported favorably

thereon, as required by the provisions

of the City Charter.

The Comptroller **ABSTAINED** on item no. 9.

BOARD OF ESTIMATES

5/6/09

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Recreation & Parks

1. RP 08830, Arnold Mirabile Construction \$392,000.00
 Sumter Park Company, Inc.
 Improvements

MBE:	Priority Construction	\$64,810.00	16.53%
	T & M Paving	11,000.00	2.81%
		\$75,810.00	19.34%

WBE:	McCall Trucking Co., Inc.	\$ 5,000.00	1.28%
	CMF d/b/a Best Fence & Deck	26,350.00	6.72%
		\$31,350.00	8.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$ 92,500.00	9938-902722-9475	
Rec. & Parks	Res. - Park &	
23 rd Series	Playgrounds Renov.	
277,500.00	9938-902722-9475	
State	Reserve - Park &	
	Playgrounds Renov.	
25,000.00	9938-902001-9475	
State	Res. - Unallocated	
\$395,000.00	-----	9938-901722-9474
		Active - Park &
		Playgrounds
		Renovations

This transfer will provide funds to cover costs associated with the award of the Arnold Sumter Park Improvements, Contract No. RP 08830 to the Mirabile Construction Company, Inc.

BOARD OF ESTIMATES

5/6/09

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation

3. TR 09010R, Resurfacing M. Luis Construction \$1,858,336.35
 Highways at Various Co., Inc.
 Locations Citywide
 Emergency JOC

**MWBOO SET MBE SUB-GOALS FOR AFRICAN AMERICAN (AA) AT 18%,
 ASIAN AMERICAN (AsA) AT 2%, HISPANIC AMERICAN (HA) AT 3%.**

MBE: AA:

P&J Contracting Company, Inc.	\$235,000.00	12.65%
Carter Paving & Excavating, Inc.	104,000.00	5.60%
	<u>\$339,000.00</u>	<u>18.25%</u>

MBE: AsA:

Bay City Construction, Inc.	\$ 38,000.00	2.04%
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MBE: HA:

AJO Concrete Construction, Inc.	\$ 56,000.00	3.01%
WBE: Fallsway Construction Company	\$125,000.00	6.73%
Rowen Concrete, Inc.	29,250.00	1.57%
Priceless Industries, Inc.	31,750.00	1.71%
	<u>\$186,000.00</u>	<u>10.01%</u>

MWBOO FOUND VENDOR IN COMPLIANCE.

4. **TRANSFER OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,985,000.00	9950-903725-9514	
MVR	Emergency Resurf.	
<u>152,086.80</u>	9950-902777-9514	
	Emergency Resurf.	
\$2,137,086.80		

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDepartment of Transportation - cont'd

\$1,858,336.35	-----	9950-902839-9514-6
		Structure & Improvements
185,833.64		9950-902839-9514-5
		Inspections
<u>92,916.81</u>		9950-902839-9514-2
		Contingencies
\$2,137,086.80		

This transfer will provide funds to cover costs associated with the award of contract TR 09010R to M. Luis Construction Co., Inc.

Bureau of Purchases

5.	B50000894, Inter-active Web-based Map	Avencia, Inc.	\$206,565.00
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MWBOO GRANTED A WAIVER.

6.	B50000980, Outreach Vehicle	<u>Item 1:</u> Gerling & Assoc. Inc.	\$179,950.00
		<u>Item 2:</u> Endless Summer RV's	<u>96,175.00</u>
			\$276,125.00

MWBOO GRANTED A WAIVER.

7.	B50000991, Dive Team Vehicle	Beltway International	\$198,250.00
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MWBOO GRANTED A WAIVER.

8.	B50000999, Medical Grade Oxygen Supply and Delivery	Airgas East, Inc.	\$ 50,000.00
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MWBOO GRANTED A WAIVER.

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

9. B50000976, Provide \$3,500,000.00
 Repair Services for
 the Central Chilled
 Water System

First Call:
 Temp Air Co., Inc.

Second Call:
 J. F. Fischer, Inc.

Third Call:
 R.F. Warder, Inc.

MWBOO SET GOALS OF 23% MBE AND 6% WBE.Temp Air Co. Inc.:

MBE:	Arriba Mechanical, Inc.	14%
	Roanne's Rigging & Transfer Co.	9%
WBE:	Colt Insulation	6%

J. F. Fischer, Inc.:

MBE:	Horton Mechanical Contractors, Inc.	23%
WBE:	N.R. Eyler, Inc.	6%

R.F. Warder, Inc.:

MBE:	AWA Mechanical, Inc.	23%
WBE:	First Class Plumbing	6%

MWBOO FOUND THE THREE VENDORS IN NON-COMPLIANCE. THE THREE BIDDERS HAVE AGREED TO REMEDY THE ERRORS IN THEIR SUBMISSIONS AND COME INTO COMPLIANCE WITHIN 10 DAYS AFTER BOARD APPROVAL.

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

10. B50000770, Water Cardinal Unijax \$115,312.00
Bill Envelopes

MWBOO GRANTED A WAIVER.

President: "This is Page 39 #10 Recommendations for Contract Awards, Water Bill Envelopes. A protest has been received by Oles Envelopes Corporation."

Deputy Comptroller: "Mr. Jones, please come forward."

Mr. Mark Jones, Customer Service Manager, Oles Envelope Corp.:

"Good morning. The reason we filed a protest was for two reasons. When we looked at the bids --."

President: "Talk right into the microphone for me."

Mr. Jones: "Okay. Can you hear me now?"

President: "Yes."

Mr. Jones: "When we looked at the bids, our bid was lower than the bid that was awarded to the company, and the other reason was, we are a company that is based in the City of Baltimore. I went to the Comptroller's Office and looked at all the bids and comparing them I did not see any reason or any differences between how the bids were filled out. We received no notification that there was anything wrong with our bid when we had presented it. Our bid was \$6,756.00 lower and for a two

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year total it would be over \$13,000.00. We contacted their contract administrator by e-mail as per the requirement on the web site. She did answer two of the questions, but did not respond to one of them. We sent another e-mail again, asking again. They did not respond a third time, when I sent an e-mail. As to the City, where we are located, there was a clause in this contract, Baltimore City Residents First. The contract was awarded to a Florida based company. We are located on 25th Street. We do employ 64 Baltimore City residents, which is 44% of our workforce. So, we felt that this was another reason that we should be looking at this contract because of our base that we are putting in, taxes and the amount of employees that we are employing."

Comptroller: "What was the third question that was asked?"

Mr. Jones: "We asked the question, the third question that we asked was how the envelope, the construction of the envelope was not set in the contract. There are two ways you can make an envelope, a side seam or a diagonal seam. The lady that took care of the initial thing said, is it with the quantity and asked about the shipments? And she said, 'how is it constructed?' And that was on the 13th. On the 31st she asked the same question again, did not get a response. I personally sent an e-mail to Jada Fletcher asking again, and we would like to

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bid this the most effective way, cost effective way to the City and she did not respond to my e-mail then."

President: "Are there any other questions, before Mr. Moore goes forward? Mr. Moore."

Mr. Cecil Moore, City Purchasing Agent: "The Bureau of Purchases opened bids on April 17th, for Water Bill Envelopes. There were seven bids received, and after review of these bids, we recommended and it was approved by this Board, Cardinal Unijax. This company was informed of that on April 24, 2009. The recommended cost of this vendor that we are recommending was \$115,000.00. This vendor cost was \$101,000.00. The protestor, the reason we made the recommendation is that this vendor did not provide a sample mock-up, as is required by the solicitation document. Page 6, SW 15 says samples and it says 'bidder will', it did not say 'may or should', it says 'will provide a mark-up of these type of envelope being bid with the bid submission.' This vendor did not submit a mark-up, thus, we were unable to determine if the item he proposed would meet our needs. I would like to show you what the vendor submitted to us here. This is what the winning bidder submitted to us. So we were able to determine that this product does indeed meet our needs, and would serve the needs of the requesting Department."

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Comptroller: "So, this one would meet our needs, had the return address been there?"

Mr. Moore: "Possibly. We can't make a determination."

President: "Can I see the other one second?"

Mr. Moore: "That's the print."

Comptroller: "Who currently has the bid?"

Mayor: "The only difference is there is not a return address."

Mr. Moore: "I don't know Madam."

Mr. John Brewer, Div. Chief of Revenue Management and Billing with the Water Dept.: "The current vendor is UniSource, and we have been receiving on a temporary basis envelopes from them."

City Solicitor: "I am sorry, the successful bidder of this particular contract was who?"

Mr. Moore: "Unijax."

City Solicitor: "Unijax."

Mr. Moore: "Yes a different vendor."

President: "Are you done with your presentation?"

City Solicitor: "Just a question for Mr. Moore I guess, the difference between the two sets of envelopes is that the one submitted by the protesting bidder has no information on it, no address, no return address or the like. Whereas, the envelopes submitted as mock-ups by the winning bidder and by other bidders has that written information on the envelope. Is that right?"

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Mr. Moore: "That is correct in accordance with the written instructions in the solicitation documents."

President: "So, I guess it would be the difference in providing an example of an envelope that they would use and an actual mock-up with the specifications of the water bill."

Mr. Moore: "That is correct. The solicitation document was real clear in terms of what should appear on the envelopes."

Mayor: "So, it spells out?"

Mr. Moore: "Yes Madam."

President: "This is the only vendor that didn't -- that provided the I guess the blank envelopes?"

Mr. Moore: "There were three others that provided blanks as well."

President: "Okay."

Mr. Moore: "The solicitation documents again, clearly state that the bidders will provide, it did not say may. It did not say should. It very strongly said will and that was not the case here. Personally, it would have been our preference to do business with this vendor. They are a local vendor and they are cheaper. But, we could not consider their sample."

Mr. Jones: "Well, we provide mock-ups all the time for customers and it did not specify a printed mock-up. It simply said we need a mock-up. So, our mock-up is made off of, it is

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called our CADD Table. So, we did not print it, we just cut the envelope as for full construction. It did not say it had to be a printed mock-up. It just said that it had to be -- you know what are you -- submit what you are going to supply. So, we supplied a mock-up of an envelope. We do this all day long for customers. A lot of customers don't need printing envelopes. They know we are -- printing is just part of the process."

Mayor: "So, this is what each of them saw?"

Mr. Moore: "Yes Madam."

Mayor: "So it is not in detail. It is all how you define mock-up."

City Solicitor: "Right, and I think the contention of the Purchasing people is that mock-up is a term of art; it is well known in the trade as including the words that would appear on the envelope and that the envelopes themselves without any words are mere samples."

Mr. Moore: "That is correct."

President: "If it wasn't -- I guess common language of the industry would say --."

Comptroller: "Printed."

President: "Printed, well no. If you just wanted a sample of the envelope, it would have said, bidders would provide

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envelope. The fact that you are saying a mock-up suggests that it should be something more than just the envelope."

Mr. Moore: "That is correct."

Comptroller: "It should have been printed?"

Mr. Moore: "Mock-up. Our contention is --."

Mayor: "Mock-up of what you --."

President: "Mock-up means more than just sending us an envelope."

Mr. Moore: "A sample envelope. It includes the printing."

Mr. Jones: "Well, then I guess should there have been art available for us to download to print the envelope? All that was sent in the bid was a copy of what the art should look like. Then we have to download art from somewhere so we can print it."

Mayor: "Then I guess the question is, is this for the Water Department?"

Mr. Moore: "Yes Madam."

Mayor: "Have you done business before with the City?"

Mr. Jones: "We have. We do other different work. But we have not done the water bill for I think four years, and the logo has changed since then."

Mayor: "But you have done envelopes in other Departments?"

Mr. Jones: "We have done the string and button envelope, but we have not done a business, somehow we got knocked off the City's

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CitiBuy for about a year and we just realized that. So, we just got logged back on about a year ago. So, for us to process artwork, I mean, we looked at the artwork and we do not have that current artwork in our system, and we would have to go -- you would have to provide it for us to be able to download it so we could make a true mock-up, unless someone would try to cut it off or something and just paste it on."

Mr. Moore: "That is what some of the other vendors did."

City Solicitor: "That is what that other bidder did."

President: "So, I guess the issue -- we were told that they were the only ones when we asked the question about if there were any questions, if any other -- they asked a question about the specifications for the mock-up. We were told that the language was clear. So that is why their response, the response from Purchasing was not given to this company. We were told that they were the only ones. This company was the only one that provided a blank envelope."

Mr. Moore: "That is not the case."

President: "That is what -- I mean I have it in my notes from the meeting. So that is the information that we got last time. So, is that not the case?"

Mr. Moore: "That is not the case."

President: "So, it was confusing?"

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Mr. Moore: "I don't agree that it was confusing. I think that some people did not read the solicitation as well and as in detail like they should have, to the level of detail that they should have. Mock-up -- and we have purchased envelopes on many occasions, mock-ups normally mean a pictorial representation of what the product is going to look like."

Mr. Jones: "Normally means, I understand that means normally. I said we do mock-ups all the time and a lot our customers don't ask for printing. They just want to see what our construction is going to look like. To me if you wanted -- because we questioned that, but we did not have the artwork to do it correctly. So, I think if you wanted a true mock-up of a printed envelope, you would need to supply artwork or tell us where we could find it on the web-site that we could download it and our pre-pressed Department could have -- because they could hand cut it on our machine and they could have made that envelope."

Director of Public Works: "But I think you stated that you could have cut and paste it like the other vendors."

Mr. Jones: "But, I don't have a current -- all I have would be the black and white that came with the contract and to me that would be a representation of what we would want to supply. I would want to download artwork and do a correct mock-up so that

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it looks perfect. So, that is why we just cut the samples and send them that way."

President: "I guess I have some concerns, a few. One, I entered this meeting thinking that they were the only ones that were unfamiliar with that I guess term about the mock-up, and now that I know at least two others or three others also, it begs the question, was it clear? That question being out there coupled with the fact that Purchasing did not respond to how many e-mails?"

Mr. Moore: "Three."

President: "About that issue."

Mr. Moore: "Those questions did not deal with this issue."

City Solicitor: "They were different questions."

Mr. Moore: "The questions were concerning the construction of the envelope."

President: "So, you didn't ever ask a question about the mock-up?"

Mr. Jones: "No"

Mr. Moore: "And the envelope is not the issue at hand. It is the failure to do the mock-up as required."

Mr. Jones: "I can appreciate that. Like you said, the word mock-up in the envelope industry, you can see two other vendors did the same thing. It doesn't always mean a printed mock-up."

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Mr. Moore: "You can also see that three did."

Mayor: "What were the other costs? What were the other pricing of the other vendors? The other vendors, who just gave envelopes but didn't do the logo, even though it is that company's responsibility to figure out. I mean that is not really the City's to say, well here is where you can get the logo from, I mean that is really yours to figure that out to get the business. But, I think there is some concerns with the fact that there were other vendors who didn't provide the complete mock-up but did the mock-up of those. I guess the other concern is the fact that this is a local company too and it is cheaper. That is why I wanted to find out how much was the other ones and they are hiring City residents."

Comptroller: "Right."

Mayor: "We have to deal with some other factors here that are important. We are losing businesses. We are trying to gain. What are the other prices?"

Mr. Moore: "Unisource was \$121,000.00, Nev's Ink was \$160,000.00."

City Solicitor: "We need you to speak more in the microphone Mr. Moore."

Mayor: "Double that amount."

City Solicitor: "Mr. Moore speak in the microphone."

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Comptroller: "You said Unisource was \$121,000.00?"

Mr. Moore: "Yes, \$121,000.00."

Mayor: "And \$160,000.00?"

Mr. Moore: "\$160,000.00."

Mayor: "And \$160 --?"

Mr. Moore: "\$168,000.00, \$140,000.00 and one company was \$126,500.00."

Mayor: "Okay."

Director of Public Works: "Mr. Moore, without the mock-up and the printing would you be able to guarantee that with printing the vendor would not increase costs?"

Mr. Moore: "I cannot -- actually --."

Mayor: "Well, I assume that based on his price that we are going to get an envelope that has the City of Baltimore, because we definitely don't want the water bill to go somewhere because we always get calls where people get their water bills."

Mr. Jones: "I would not get you an envelope that does not have the correct information on it."

Mr. Moore: "Let me just point out another thing too. The basis for making the recommendation that there was no mock-up, but also here is an envelope with no glue on it. There is no glue on the envelope. There is no glue on this envelope. There is none on this one."

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Mayor: "Right. So, I am assuming that -- how long have you been in the envelope business?"

Mr. Jones: "Oles Envelope has been in the business for close to 100 years, and they have been in Baltimore for almost 100 years."

Mayor: "And you all provide glue on the envelopes?"

Mr. Jones: "Not on the mock-up sample. It comes off with a computerized cutting table. So, unless I am going to take a brush and put glue on it, you cannot do that."

City Solicitor: "Are you saying Mr. Moore that we would have disqualified this bid for the lack of glue?"

Mr. Moore: "We would. It did not meet our specifications. The bottom line here is, if we --."

Mayor: "Wait a minute, how does it not meet your specifications? I am just having some real concerns here now myself. It says bidders will provide a mock-up of each type of envelope being bid."

Mr. Moore: "The samples are what we use to base our decision on. This is the sample that he submitted. The bottom line is, if we accepted this sample as the product that we were going to purchase, one, it wouldn't meet the needs of the agency that uses it. They couldn't -- it would do us no good. There would be no benefit in using that product. We would have to go out

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and find the product elsewhere. The product that he submitted does not meet the needs of the City. Nor does it comply with the submittal requirements that we requested."

President: "My question is, did the other vendors all have glue on their envelopes?"

Mr. Moore: "They do."

President: "Each one."

Mr. Moore: "Yes."

Mr. Jones: "Can I ask one question, I don't see any poly patch window in their sample? Did you accept that as a sample?"

Mr. Moore: "I am sorry?"

Mr. Jones: "They don't have any patch in their window. You bid has a patch in the window. That is the second most expensive part of that envelope. Paper is the most expensive part. Your poly patch is your second most expensive. Are you going to accept that envelope without a window?"

President: "Do you have the other envelopes?"

Mr. Moore: "No we don't."

Mayor: "No these."

President: "Does your bid request ask for this clear plastic?"

Mr. Moore: "I don't have the envelope specifications with me."

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Mayor: "Well. Well, I mean here is another -- you want to have this plastic. This one doesn't meet -- now that goes into future argument. Because that envelope has a clear hole in it."

President: "Do you have it Sir?"

Mr. Moore: "I am going to look real quick for you."

City Solicitor: "I am ready to uphold the protest."

Mayor: "I think we need to. I am sorry, we need to go with that. We don't need anymore discussion."

President: "Refer to the specifications for this."

Mr. Moore: "That is in all of the specifications."

Mayor: "Then give us the details. Where are the specifications? You need to have it. This is what you gave me."

Mr. Moore: "I am looking for the mock-up. I am dealing with the mock-up issue."

Mayor: "Well, where is it so that we can see it?"

Mr. Moore: "He is looking for it."

Mayor: "You all don't have it?"

Mr. Moore: "We don't have it."

Mayor: "Well, why wouldn't you all have it, you know that --."

President: "Is there a Motion?"

Comptroller: "I make a Motion that we award the contract --."

Deputy Comptroller: "You need to ask the Board to reject the other one. The first one."

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Comptroller: "Okay. I make a Motion that we reject the award to Unijax."

President: "Is there a second?"

Mayor: "Second."

President: "All those in favor say AYE; all opposed NAY. Motion carries. Is there another Motion?"

Comptroller: "I make a Motion that we award to Oles Envelope, a local vendor."

Mayor: "Comptroller, can you in your Motion state and put those additions?"

Comptroller: "And also that you would have a printed return address and that each of the envelopes would include glue for sealing, at no additional cost. And also if you provide Purchasing a true mock-up -- a sample of exactly what the City would receive."

Mr. Moore: "Madam, could we ask for a deferral until we get that item so that we so that we could evaluate that in terms of suitability."

Comptroller: "My Motion is that they be awarded the contract and that they would provide the envelope with the return address and with the glue on it."

City Solicitor: "And that the award would be conditioned on them doing that to your satisfaction."

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President: "Is there a Second?"

Director of Public Works: "Second."

President: "All those in favor say AYE; all those opposed NAY.
Motion carries."

City Solicitor: "And just for the record, the reason that we, at least from my perspective, that we entertained this bid protest and acted on it late if you will, after the Board previously acted, was because of the confusion with the offices being closed the day before that last Board meeting. I know somebody came out and asked if a representative of your company was here. You were not here in the room at the moment, came back to the room. I mean it was an excusable lateness. I guess I am trying to say, unusual circumstances. So, I just wanted the record to reflect that."

Mr. Jones: "Thank you. I do have a question. Do you normally award bids at 3:00 on a Friday?"

President: "You are winning here. I would ask your question off the record, when we are done."

Mr. Jones: "Okay. I want to thank Ms. Taylor for her time in helping us do this. Now how soon do I need to get this award to him?"

Comptroller: "As soon as possible."

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City Solicitor: "I think probably Ms. Winner has correctly noted that the prior award to the apparent -- to the bidder on whom the Board acted before, should be rescinded as opposed to rejected. Because we had previously approved that award. So, it is a rescission not a rejection."

Comptroller: "Thank you."

President: "Is that a Motion?"

City Solicitor: "Yes."

President: "Seconded by."

Director of Public Works: "Second."

President: "All those in favor say AYE; all opposed NAY. Motion carries. Thank you."

The Board rescinded the prior award of April 29, 2009 to Cardinal Unijax, and re-awarded B50000770 to Oles Envelopes Corporation, subject to it providing envelopes with return addresses/glue flaps that meet approval of the Bureau of Purchases.

* * * * *

**OLES
ENVELOPE
CORPORATION**

B A L T I M O R E • S A N J U A N

April 30, 2009

Ms. Harriette Taylor, Deputy Controller
100 Holiday Street
Room 204
Baltimore MD 21202

Dear Ms Taylor,

Oles Envelope Corporation would like to file a protest against Solicitation Bid #B50000770 for your Water Bill Envelopes. Pricing for this project was due on April 14, 2009. On Friday, April 24th at 3:06 pm, we received notification by email from the Baltimore City Bureau of Purchases (copy enclosed) that they would recommend an award at the Board of Estimates meeting on Wednesday April 29th.

The April 24th email did not acknowledge that we had the opportunity to file a protest. All it stated was that if you wanted a copy the board's agenda, it could be viewed over the internet at www.comptroller.baltimorecity.gov. We did logon to this website and found the Board of Estimates agenda. As a side note, this took a considerable amount of time since this site is not easy to navigate. Only after viewing the agenda did we realize that a protest could be filed. This limited our time to gather all the information needed to file a complete protest within the 48 business hours deadline. We worked diligently to get our protest filed by noon on Tuesday the 28th only to find the City Offices were closed.

Our issues with this award are the following:

1. The winning bid is listed at \$115,312.00. The price Oles Envelope submitted was \$101,800.00.
2. From our perspective there appears to be only 2 reasons this bid would have been awarded to this vendor.
 - a. They have a minority status certification.
 - b. Something was wrong with our current bid.
3. The solicitation clearly stated that a minority business status was not a requirement or a reason for a "favored" vendor status.
4. There was however, a "favored vendor" status for those companies located in Baltimore and with Baltimore City employees.
5. Oles Envelope Corporation is located at 532 E 25th Street, Baltimore, MD. 21218
6. Additionally, 64 of our employees are Baltimore City residents. This group represents 44% of our workforce. We filled out paperwork to verify this information and you will find this attached to our current bid.
7. The company awarded this bid is located in Florida.

**OLES
ENVELOPE
CORPORATION**

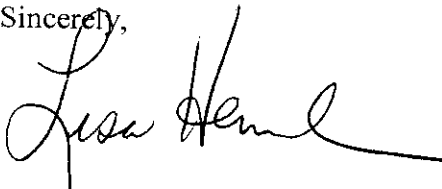
B A L T I M O R E • S A N J U A N

8. Additionally, we attempted to contact the city on several occasions to ask important questions pertaining to the bid and we received no response to either our phone calls or emails during the bid process.
- a. We have enclosed copies of those emails within this package.
 - b. We have never received notification that there was any issue with our current bid.

As a Maryland tax payer, Baltimore City business owner and employee I find the handling of this solicitation very concerning. As a tax payer, I expect the government to use the most cost effective means possible to purchase goods and services. While I appreciate the efforts to support a minority business (especially since I am a woman), those businesses still need to be competitive in the marketplace. Additionally, we need to support our local businesses so they can grow and provide a continued and increasing stream of tax revenue to the city and state. This must be taken advantage of especially if their pricing is in line with the competition. In this case, we were actually the lowest bid!

A representative from my company, Mark Jones, will be available for your meeting to further discuss these issues on Wednesday, May 6th. I would be there personally; however I am already committed to a meeting in New Jersey on the same day. Please do not hesitate to call me with any questions. I look forward to a quick and favorable resolution of this matter.

Sincerely,



Lisa Henrich
Vice President of Sales/Owner
Oles Envelope Corporation
Cell: 410-458-6575

Mark Jones

From: Mark Jones
Sent: Wednesday, April 01, 2009 3:31 PM
To: 'jada.fletcher@baltimorecity.gov'
Subject: Bid #B50000770

Good afternoon Ms Fletcher,

We are working on your bid for water envelopes and we have a question as to the construction of the envelope. We can manufacture both open side side seam and open side diagonal seam envelopes. We can give you a lower price by running this as open side side seam. The attachments on your bid show the printing locations but does not give a representation of the construction. Can this be bid as open side side seam? Please let me know at your earliest convenience so we can submit our pricing.

Thank you,

Mark Jones

Mark Jones
Customer Service Manager
Oles Envelope Corporation
Baltimore, MD 21218
T.443-692-6545 F.410-366-7022

Mark Jones

From: Gonzalez, Nancy [Nancy.Gonzalez@baltimorecity.gov]
Sent: Friday, April 24, 2009 3:06 PM
To: Fletcher, Jada; hanleb01@unisourcelink.com; Mark Jones; skovach@tampaenvelope.com; estarleper@fgpa.com
Cc: nevsbids@nevsink.com; sbell@star-ll.com; contacts@cardinalunijax.com
Subject: Solicitation Number B50000770 - Water Bill Envelopes

The Bureau of Purchases will recommend an award of **Solicitation Number B50000770 – Water Bill Envelopes** vendor(s) listed below at the Board of Estimates meeting on Wednesday, 04/29/09. This is our best estimate of when the award will be considered; however, in unusual circumstances the Board's consideration may be delayed. If so, you will be notified of that delay as quickly as possible. A copy of the Board agenda may be obtained via the Internet at www.comptroller.baltimorecity.gov.

Cardinal Unijax

Sent on behalf of
Cecil S. Moore, CPPO, CPPB, C. P. M.
City Purchasing Agent
Baltimore City Bureau of Purchases



Blanket Bid B50000770

Current Q & A for this bid:

Question #	Created Date	User Created	Question Subject	Question	Answer
1	03/17/2009	Jyoti Taylor/Oles Envelope Corporation	Quantity confirmations	Are the quantities requested 2,000,000 #10's and 2,200,000 #9's. Is that correct?	Yes, that is correct.
3	03/17/2009	Jyoti Taylor/Oles Envelope Corporation	# of releases	Are we producing all and shipping all at one time to Holliday street or will there be releases?	Envelopes will be ordered on an as-needed basis by release purchase order. They will not all be shipped at one time.
2	03/17/2009	Jyoti Taylor/Oles Envelope Corporation	Style Envelope	Is this envelope still to be quoted diagonal seam?	
6	03/31/2009	Jyoti Taylor/Oles Envelope Corporation	Style of envelope	Please advise the envelope style(s) you'd like to purchase. Will the envelopes need to be manufactured as a side seam envelope or a diagonal seam envelope. In the past, we've created diagonal seam for the City. Should we still quote diagonal seam.	

Add new questions:

Question Subject

Question (max 2000 characters)

Save & Exit

Save & Continue

Reset

Cancel & Exit

Bid Documents

DUPLICATE

NOTE: For your bid to be responsive you must submit all of the documents contained in this section.

Bid/Proposal Information and Affidavit Signature Page

Bid submitted by (name of firm) Oles Envelope Corporation
Address 532 East 25th Street
City Baltimore State MD Zip Code 21218
Name of Authorized Representative Mark Jones
Title of Authorized Representative Customer Service Manager
Name of Contact Person (IF DIFFERENT FROM ABOVE) Jyoti Taylor
Title of Contact Person Account Representative
E-Mail jtaylor@olesenvelope.com Phone: 443-692-6538
Federal Social Security Identification Number 52-1113661

If awarded a contract, the Bidder will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General Conditions, Specifications, and other documents of this solicitation in the Bid submitted in response to this solicitation.

I, (PRINT OR TYPE NAME) Mark Jones,
the undersigned, (PRINT OR TYPE TITLE) Customer Service Manager,
of the above named Bidder/Offeror do solemnly declare and affirm under the penalties or perjury
this 13 day of (MONTH) April, (YEAR) 2009,
that I hold the aforementioned Office in the above Bidder/Offeror and that the below affidavits
and attachments hereto are true and correct to the best of my knowledge, information and belief.

AFFIDAVIT I

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

AFFIDAVIT II

This is to certify that the Bidder/Offeror or any person in his behalf complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices.

AFFIDAVIT III

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- i. The person submitting the affidavit;
- ii. An Officer, Director or Partner of the company;
- iii. An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- iv. Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, "person" is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Bidder/Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

AFFIDAVIT IV

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- i. The person submitting the affidavit,
- ii. An Officer, Director or Partner of the company, and/or
- iii. An employee of the person who is directly involved in obtaining contracts with a public body. "Person" is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

AFFIDAVIT V

This is to certify that the Bidder/Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor's Qualification Committee of the City of Baltimore.

AFFIDAVIT VI

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the Specifications, including the General Conditions and the Bid Documents.

AFFIDAVIT VII

This is to certify that the Bidder/Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in Article 5 §40-7 of the Baltimore City Code (2000) pertaining to the effect and enforcement of contractor debarment.

B50000770 – Water Bill Envelopes – Due: 4/15/09

AFFIDAVIT VIII

This is to certify that the Bidder/Offeror or a person on his behalf has examined and understands the specifications, including the General Conditions and the Bid Documents; has had an adequate opportunity to ask questions; has visited the City's facility or has otherwise familiarized himself with the local conditions under which the work is to be performed; and that his bid is based upon the specifications and requirements as described in the solicitation documents.

AFFIDAVIT IX

This is to certify that the Bidder/Offeror and/or any person in their behalf is only person, firm or corporation, that has any interest in this bid or in the contract or contracts proposed to be awarded; and that this bid is made without any connection or collusion with any person, firm or corporation making a bid for the same work.

AFFIDAVIT X

This is to certify that the Bidder and/or any person in their behalf acknowledges that all documents, information and data submitted in its Bid shall be treated as public information unless otherwise indicated.

(Seal Here)

Mark Jones 4-13-09
Signature of Authorized Representative (Sign in blue ink only) Date

Customer Service Manager
Title

John R. Hummel
Witness Name (Typed or Printed)

John R. Hummel 4-13-09
Witness Signature (Sign in blue ink only.) Date

B50000770 -- Water Bill Envelopes -- Due: 4/15/09

Bid Price Sheet

Bid submitted by (name of firm) Oles Envelope Corporation
Address 532 East 25th Street
City Baltimore State MD Zip Code 21218
Contact Person Jyoti Taylor Phone _____
Fax 410-366-7022 Email jtaylor@olesenvelope.com

To The Board of Estimates, City of Baltimore

Ladies and Gentlemen:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below.

Bidder shall provide and deliver envelopes as described below.

1. White wove #10 envelopes: 4-1/8" x 9-1/2" dimensions, with 1-1/2" x 4" window, per "B50000770.Attachment A.Mailing Envelope".

\$ 6.29 per box (500) x 4,000 boxes = \$ 25,160.00 (Basis of Award)

2. Canary wove #9 envelopes: 3-7/8" x 8-7/8" dimensions, with 3/4" x 2-1/2" window, per "B50000770.Attachment B.Return Envelope" and "B50000770.Attachment C.Return Envelope Bar Code".

\$ 5.85 per box (500) x 4,400 boxes = \$ 25,740.00 (Basis of Award)

3. TOTAL LUMP SUM \$50,900.00 (Basis of Award)

Attach a copy of literature and detailed specifications to demonstrate that the product being offered meets or exceeds the City's minimum requirements as well as a sample mock-up of each.

TERMS: Net 30 F.O.B. DELIVERED
(2%-20, Net 30, UNLESS OTHERWISE INDICATED BY BIDDER)


B50000770 – Water Bill Envelopes – Due: 4/15/09

Note: Attach signed copies of all of the following:

(Check each item off as you complete it).

1. ☒ One "Original" and all required "Duplicate" copies of all completed and signed pages and forms contained in Section "B".
2. ☒ Two copies "For Public Dissemination, if required due to confidential information."
3. ☐ Guarantee / Warranty for all products. *- No Specifications Listed in bid Request*
4. ☒ Signed copies of all Addenda received in connection with this bid, if applicable.
5. ☒ Comprehensive information and documents as required in paragraph SM2.
6. ☒ Attach a mockup of text and a sample envelope for each item being priced.

(Affix
Corporate
Seal Here)

 13 Apr 12 09
Signature of Authorized Representative (Sign in blue ink only.) Date

Pres
Title

Insurance

The successful bidder will be required to provide insurance coverage as indicated in the General Conditions of Bid prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. Proof that coverage is either currently in place or will be provided must be submitted with the bid. This can be done by one of the two following methods.

1. Complete form "Certification of Insurance Coverage" below, **or**
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
 - a. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
 - b. The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the City.
 - c. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the City.
 - d. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form must be complete, must show that all limits of insurance are or will be met, and must be signed by the Agent.

Failure to provide the required insurance coverage by either of the two methods described above when the bid is submitted may result in rejection of your bid as being non-responsive.

Certificate of Insurance Coverage

Bid submitted by (name of firm): Oles Envelope CorporationName of Surety Company Columbus Insurance LtdName of Surety Agent J. MartinSurety Agent's Phone 847 879 2368

The below signed hereby certifies the following information to be true and correct.

Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Commercial General Liability/ \$1,000,000 Occurrence; \$3,000,000 Aggregate	<u>CL5836073</u>	<u>\$1,000,000 / 2,000,000</u> <u>See schedule 1/4</u>	<u>3/1/10</u>
Business Automobile Liability/ \$1,000,000 Occurrence	<u>CA2336856</u>	<u>\$1,000,000</u>	<u>} }</u>
Workman's Compensation/ Minimum Statutory Requirement	<u>WC2921151</u>	<u>\$1.4</u>	
<u>Umbrella</u>	<u>GR02102390</u>	<u>\$2,000,000</u>	

Check the appropriate box(es) below.

- ☐ Limits on above policy will be increased
☒ Above policy now in effect
☐ Policy will be obtained before contract signed

The following additional clauses shall be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
2. The policy(s) shall not be reduced or cancelled without at least forty-five (45) days prior written notice to the City.
3. The insurance company is prohibited from pleading government function in the absence of any specific written authority by the City.
4. The policy(s) will be automatically included and cover all phases of work, equipment, persons, *et cetera* which are normally covered while performing work under the above contract, whether specifically written therein or not.

The City is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The City bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the City. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

Authorized Agent's Signature [Signature]Date 13 Apr. 2009

Baltimore City Residents First

Instruction Sheet

1. Complete the *Baltimore City Residents First* Certification Statement contained in the bid document and submit it with your bid package
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the award to schedule a meeting. MOED will assist you with your employment plan, discuss other services provided by MOED and explain the employment report requirements. You will not receive your first payment under the contract until MOED verifies that the meeting has been scheduled.

Rosalind Howard or Susan Tagliaferro
Baltimore City Residents First
Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-984-3014, • Fax 410-361-9648
rhoward@oedworks.com
stagliaferro@oedworks.com
-or-
BCRF@oedworks.com

3. Complete the Employment Reports as requested on June 30th and December 31st during each and every year of the contract and at the end of the contract and submit to:

Baltimore City Residents First
Mayor's Office of Employment Development
3001 E. Madison Street
Baltimore, Maryland 21205
- or -
BCRF@oedworks.com

4. The City will not release a final payment or any and all retainage held by the City until the Employment Reports are submitted.

Baltimore City Residents First

Certification Statement

Contract Title	Contract Number	Contracting Agency	Bid Due Date

To promote the commitment to utilize *Baltimore City Residents First* to meet its employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$24,999.00 or less.

I, Mark Jones CSR Mgr, representing Oles Envelope Corporation
(Name and Title) (Name of Bidder)

certify that this contract representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of award to share the workforce plan for this contract. In addition, if there is a need for additional employees, I agree to interview qualified *Baltimore City Residents First*. I agree to submit an Employment Report indicating the number of total workers and number of City residents on payroll as of June 30th and December 31st during each and every year of the contract and at the end of the contract as a condition of release of a final payment or any and all retainage.

Name: Mark Jones Title: Customer Service Manager
Signature: [Signature] Date: 4-13-09
Telephone: 443-692-6545 Email: m.jones@olesenvelope.com

Rosalind Howard or Susan Tagliaferro
Baltimore City Residents First
Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-984-3014 • Fax 410-361-9648
rhoward@oedworks.com
stagliaferro@oedworks.com
-or-
BCRF@oedworks.com

Baltimore City Residents First

Employment Report

Contract Title	Contract Number	Contracting Agency	Contract Start Date	Contract End Date

To promote the commitment to utilize *Baltimore City Residents First* to meet its employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this Executive Order, contract awardees will complete and submit the Employment Report indicating the number of total workers and the number of City residents on payroll for this contract as of June 30th and December 31st during each and every year of the contract and at the end of the contract and forward a copy to:

Baltimore City Residents First
 Mayor's Office of Employment Development
 3001 E. Madison Street
 Baltimore, Maryland 21205
 - or -
BCRF@cedworks.com

The following information is hereby submitted by the undersigned as its Employment Report for the period (please circle one)

December 31, 20__ June 30, 20__ End of Contract Date _____

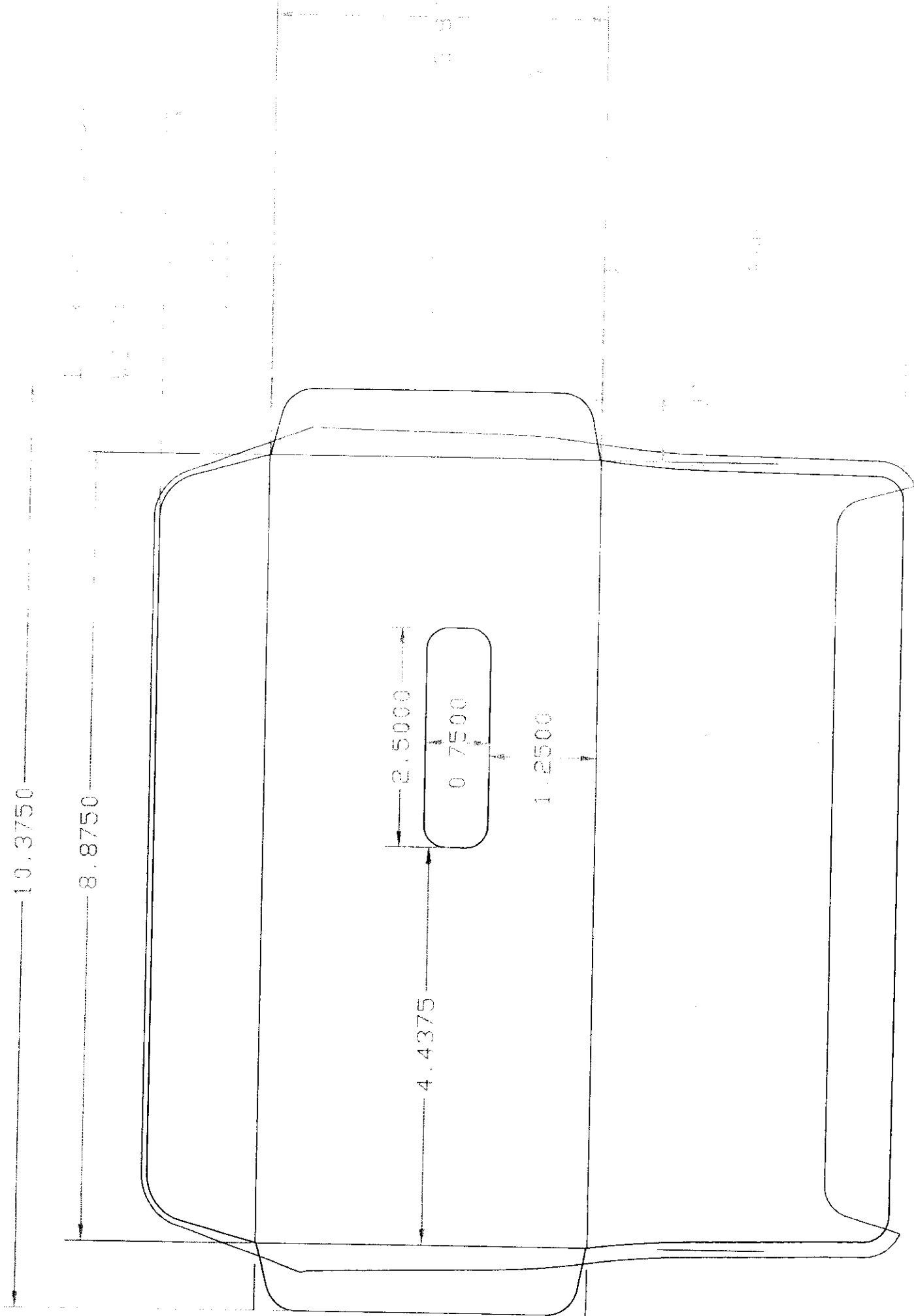
Position	City Residents	Total Workers
Electricians		
Plumbers, Pipefitters and Steamfitters		
Iron Workers, Structural and Reinforcing		
Carpenters		
Cement Masons		
Laborers		
Power Equipment Operators		
Brick Masons		
Cement Finishers		
Concrete Workers		
Food Service Workers		
Transportation Workers		
Managers		
Clerical		
Other-Specify		
Other-Specify		

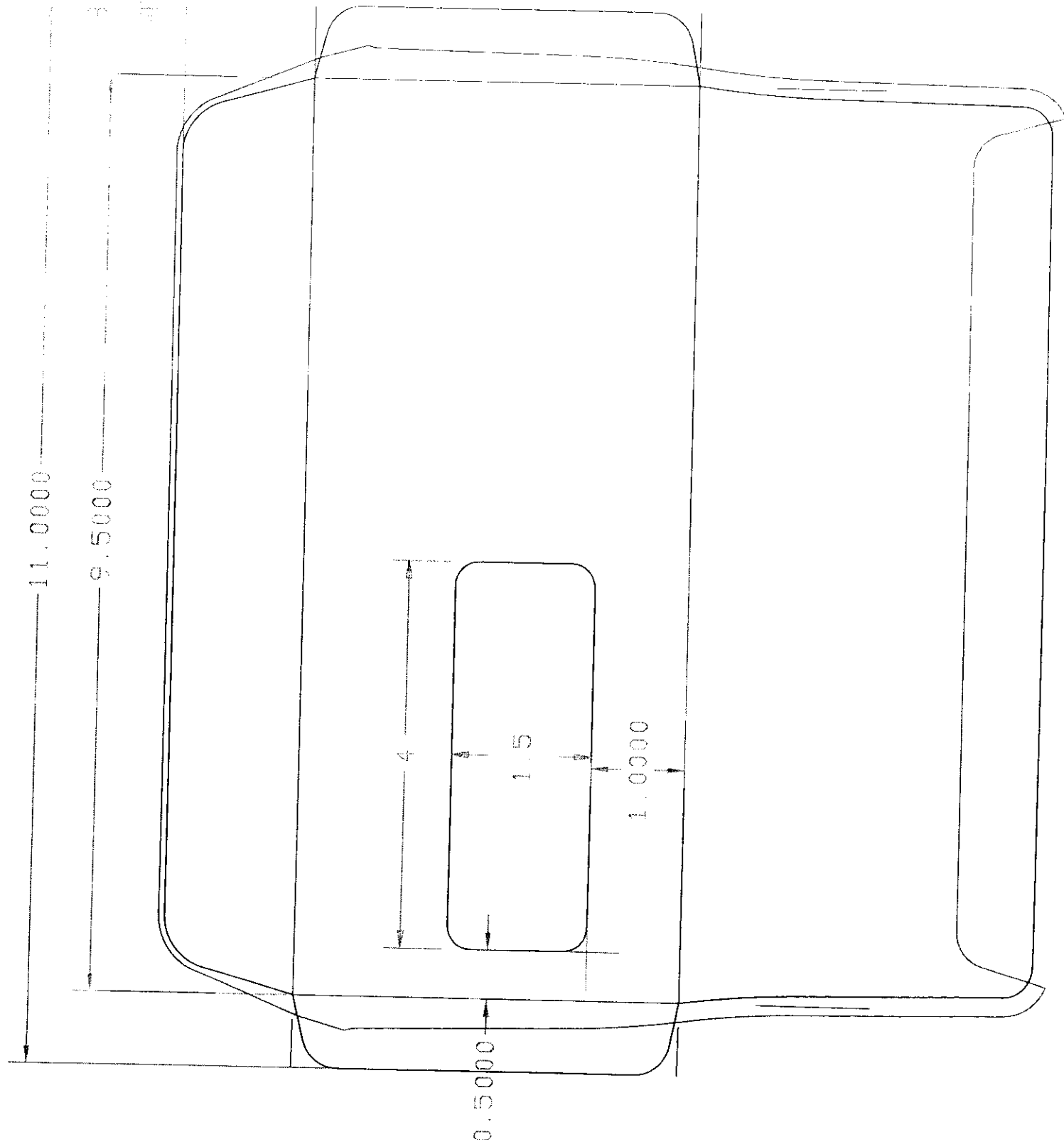
Name: _____ Signature: _____

Title: _____ Date: _____

Telephone: _____ Email: _____

20 217540000 01 1 3181018





2.5000
7.5

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RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases - cont'd

11. B50000935, Utility
Relocate/Marking
& Related Work

President: "This is page 39 #11, Utility Relocate and Marking and Related Work. This was awarded to One Call Concepts with a protest from NetSystems."

Mr. Craig Xavier Jackson, CEO NetSystems, Corporation: "Good morning Board members. Netsystems was the lowest responsive bidder for Solicitation B50000935. I am confident that the Board of Estimates will uphold the integrity and the fairness of the procurement process, by awarding this contract to Netsystems. Transparency is essential for each and every step of the procurement process to ensure the integrity. I have three points that I want to underscore here. Point No. one, the mis-interpretation of Field Locating Technician. The name Field Locating Technician is an internal name derived by Netsystems. There isn't a service code for locating and marking utilities, which was verified by MWBOO. This work is unclassified work that requires only a basic understanding of construction. Historically, Netsystems recruited laborers with little construction knowledge for this position. There is no technical business or professional scale required. Netsystems has lots of

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success on recruiting this type of people as Field Locating Technicians. Amigos, Inc. is more qualified to perform this work than any of Netsystems' or One Call Concepts' subcontractors, because they have light construction experience working in inclement weather, which I think is very significant, because I found out from experience putting a technician in the field that can not work in inclement weather or work around construction sites. Those types of technicians will not survive too long in the field. Point number two, MWBOO's erroneous determination. On May 5, 2009, which was yesterday, Netsystems requested the service code for field locating technicians from Ms. Pamela Schevitz of MWBOO, since she is responsible for maintaining them. She said there is no service code for Field Locating Technician. MWBOO misunderstood the work as well as its misapplication of the service code. MWBOO did not equally and fairly enforce their perceived policy because PAJ Business Staffing, One Call Concepts subcontractor was not certified for professional and technical support. Therefore, One Call Concept should have been non-compliant. Position number three, Conflict of Interest with One Call Concepts. One Call Concepts was the only offer with access to the actual quantities detailed an existing instance in the contract, One Call Center's contract with the City. This is very significant because the prices of

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how you derived our prices is predicated on the quantities. The only person, the only company that had those actual quantities was One Call Concepts because of an existing contract. Because of that existing contract, they should have been disqualified from bidding on this contract, because many of the other offers had that privileged information. There are no checks and balances between the Call Center and the locating services. DPW cannot accurately verify invoices because One Call Concepts' Call Center provides the summary data for the locating service. What I mean by that is, in Washington DC where we locate the DPW out there the low bid -- I am sorry the Department of Transportation, the way the Department of Transportation verified invoices, if they get the summary data from the Call Center our invoices are then compared with the summary data from the One Call Center and if there is any inaccuracy in contrast with our data and the Call Center data, then the DC Department of Transportation will then contact us and we will resolve those differences. But, in this case, there are no checks and balances because the call center and the locating company is the same. There are no checks and balances on the system at all. At the pre-bid meeting on February 6, 2009, Mr. Surya Sharma from Purchasing stated, One Call Concepts reminded him that we are marking gas and telephone as part of this contract. The

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information was absolutely erroneous and misleading. The only reason I bought that up today was, the information was ascertained from One Call Concept, which is the same company with the Call Center contract which is the same reason I am saying that this is a conflict of interest here. Also, I am going to go on to the unbalanced pricing data. The unbalanced pricing data actually goes back to the previous contract. If you go to the contract, I have a copy of it right here. If you look at the volume, here in this contract, they have Utility Investigation at \$75,000.00. Utility Field Marking at \$60,000.00, Utility Field Re-marking is \$50,000.00; Emergency RT Tech is \$6,000.00. One of the fallacies with this is, first of all the Field Marking and the Re-marking exceeds the quantity and also, the Remarking -- the Field Marking is \$1.00 and the Field Remarking is \$12.25 when the effort to do a marking is greater than a remarking, because a remarking is just an existing ticket that already expired after 15 days. So the contractor goes back after 15 days and he does a remarking. This is the end of my testimony."

Ms. Shirley Williams, Law Department MWBOO: "This is a contract for Utility Marking Services. There are several services that are a part of a contract other than utility marking. In it's bid document, Netsystems used a WBE company, a temporary

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staffing service to provide administrative services and utility locators. Half of its MBE participation was also provided by a temporary staffing service, administrative services and utility locators. So, obviously, there was some understanding that there is a market and there is a way to find utility locators. The problem with this bid is that the other 50% of the MBE participation was made up with Amigos. That firm is certified for carpentry, painting, and post construction clean-up. That firm to date has never requested to be certified for anything related to utility or line marking. The issue about the code, he is absolutely right, we don't have a code for utility marking. But, for anybody that performs it the language is there. Just as the language is there for Amigos that says, 'post construction clean-up, carpentry and painting'. For that reason we found the firm in non-compliance. As to the WBE -- the MBE being used to buy First Call Concepts, PAJ Business Systems, is a temporary and permanent staffing service. They provide administrative personnel, data processing, call center, skilled laborers. The firm is certified to provide the services that are needed under this contract. Thank you."

President: "Are there any other questions? Did you have anything to say Sir?"

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Mr. Jackson: "I have a question for -- is PAJ Services, are they certified to provide Field Technicians?"

Ms. Williams: "They are certified to provide temporary and permanent staffing. The nature of the staffing that is needed is based on the contract. Just as you used a service for your MBE and WBE participation. That is what PAJ does. That is what they do. The same thing that the firms do that you named in your bid."

Mr. Jackson: "I want to make this statement. The reason I have chosen Amigos is because of their light construction experience. Those are the type of people that the company hired in the past. I think that our company should have the leeway to hire the type of people that we think would be successful as locators. I take the stance that that should not be dictated on us from MWBOO. They don't have the experience and knowledge and they don't understand utility marking and locating. We are the experts. What MWBOO is saying up here is, they are the experts. That Netsystems does not understand locating and marking, we don't understand the type of people that are necessary to perform the job."

President: "That is not what I am hear them saying. I hear them saying, that if you wanted to be compliant with the rules and regulations of the City, that you choose as part of your

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Women and Minority Business package, in order to meet those requirements, that you choose someone that is certified to do that work."

Mr. Jackson: "But there is no one certified to do that work."

President: "In order for you to meet the requirement, whatever you write down as your minority and women business, has to be certified for the work that you are assigning them, period. So, that is what they are saying. I don't think they are telling you that they are expert and you are not. They are trying to help you understand how to comply with our rules and regulations, when it comes to Minority and Women's Business."

Mr. Jackson: "But, I am making the contention that there is no one certified. This is unclassified work."

President: "In what you have chosen. So, then you choose out of the list of Minority and Women Businesses someone that is certified and put them in another part of your bid, just as everyone else did that submitted the bid, and just as everyone does in all the bids that we have. I think that if you have some questions about how to meet those obligations, then I am sure that whatever the Department I guess that would be Ms. Williams, would be more than happy to explain that to you, on how to be compliant."

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Mr. Jackson: "But, going on to the bid opening, the MWBOO and Purchasing when you make a phone calls, send email messages, they do not get returned. I mean that is a common thing in the government. People do not return their phone calls. They do not answer e-mails."

President: "She is here now, I am sure she will be able to talk to you."

Ms. Williams: "I take affront. I return phone calls. I answer my own phone."

Mr. Jackson: "I am not saying you Ms. Williams."

Ms. Williams: "I resent you saying that. I called you. You sent an e-mail while I was away at home. I called you when I got back to respond to you e-mail. People in MWBOO return calls, we return e-mails."

Mr. Moore: "I will just put on the record; we at Purchasing do as well."

Comptroller: "I make a Motion that we reject this protest, based on the fact that Netsystems is non-responsive and that we keep the award."

Mayor: "Second."

President: "All those in favor say AYE. All opposed NAY. Motion carries. Thank you very much."

MINUTES

The protest of Netsystems Corporation failed. The Board affirmed the award to One Call Concept Locating Services, Inc. made on April 8, 2009.

* * * * *

The Leader of NetTechnology

3000 Connecticut Ave, NW
Suite 110
Washington, DC 20008



Tel: (202)248-0092
Fax: (202)248-0178

www.NetSystems.ws

April 21, 2009

VIA HAND DELIVERY

Board of Estimates
Attn: Harriet Taylor
Clerk to the Board of Estimates
100 N. Holliday Street, Room 204
Baltimore, MD 21202

Re: **Utility Locate/Marking Contract – COB Solicitation B50000935**

BID PROTEST

Dear Ms. Taylor:

Please accept this correspondence on behalf of NetSystems Corporation ("NetSystems") and NetSystems' request to address the City of Baltimore's Board of Estimates ("BOE") regarding Solicitation Number B50000935 at either the April 22, 2009 or April 29, 2009 BOE Meeting.

Three bids for Solicitation B50000935 were submitted and opened on February 11, 2009. At the February 11, 2009 Bid Opening, NetSystems, with a bid of \$1,093,100, was the lowest responsible bidder and pursuant to Baltimore City Charter, Article VI, §11 Procurement was to be awarded the contract. However, NetSystems has recently been informed that on April 8, 2009 the COB Bureau of Purchases erroneously recommended to the BOE that Solicitation No. B50000735 be awarded to One-Call Concept Locating Services, Inc. ("One-Call Concepts") at the higher contract price of \$1,103,405. For many separate and independent reasons, NetSystems respectfully requests the BOE review the Bureau of Purchases' erroneous recommendation, rescind the resulting (and mistaken) award and, in accord with the Baltimore City Charter award Contract B50000935 to NetSystems, the lowest responsible bidder.

A. NetSystems is the Lowest Responsible Bidder

Despite being the fact that NetSystems was the low bidder on April 8, 2009 the City Purchasing Department recommended to the BOE that Contract B50000935 be awarded to One-Call Concepts at a higher price. Based on the April 8, 2009 BOE Agenda it does not appear that the Purchasing Bureau informed the BOE that NetSystems' lower bid (and resulting cost savings to the City) was not being considered. Subsequently, on April 16, 2009 NetSystems was informed by the City's Bureau of Purchasing that at some point between February 11, 2009 and April 8, 2009 the City's MWBOO had determined that NetSystems'¹ Bid did not meet the MBE participation requirement. The MWBOO's determination and the Bureau of Purchasing's actions were both procedurally and substantively wrong.

1. Procedural and Due Process Failures

Contrary to general principles of fairness and due process, NetSystems was not provided notice of the MWBOO's non-compliance determination or the opportunity to respond to the adverse determination. NetSystems was not notified of the MWBOO non-compliance determination until April 16, 2009 at the Solicitation debriefing. No written notice or explanation was provided.

At the April 16, 2009 debriefing NetSystems was told that the MWBOO had made a finding that Amigos, Inc., one of the MBEs listed in NetSystems' Bid was not qualified to locate and mark (paint) existing utility lines. While for the reasons set forth below the MWBOO's determination is substantively incorrect, as a matter of fairness/due process NetSystems should have been provided Notice and an opportunity to respond to the adverse and incorrect determination.²

2. MWBOO's Erroneous Determination Based on Misunderstanding of Work and Misapplication of Certification Codes

The MWBOO/Purchasing Bureau's actions were not only fundamentally unfair and procedurally flawed but the basis of the determination is wrong. The MWBOO's determination is based on a flawed application of the MWBOO certification system. The MWBOO appears to be based on the determination assertion that Amigos does not have the correct certification or code to perform utility location and marking work. This erroneous determination fails to consider the fact that there is no separate certification or code for utility locating and marking work. The simple fact, as explained in NetSystems' March 11, 2009 e-mail, is that this type of work is unclassified work that requires only a basic understanding of construction work.

¹ NetSystems is a Washington, DC certified MBE.

² On March 11, 2009 the City sent NetSystems an e-mail (Attachment A) noting that the MWBOO was concerned that Amigos may not be qualified. However, that same day NetSystems provided a detailed response demonstrating Amigos' qualifications (Attachment B). As the City's Purchasing Agent did not respond to the Attachment B e-mail NetSystems believed the issue was resolved.

The MWBOO's misunderstanding of the contract work and misapplication of the certification codes is also highlighted by MWBOO's apparent position that Amigo needed to be certified as an "underground utilities" contractor to locate and mark utilities. The clear and simple fact is that the service work under Contract B50000935 does not include underground utility construction work; rather it requires determining the position of existing utilities through the review of records and construction documentation. As such, the MWBOO's determination regarding the required qualifications and certification is plainly incorrect. Furthermore, the MWBOO, an agency tasked with administering the City's MBE/WBE regulations, is simply not qualified, experienced or authorized to make a determination of the specific qualifications/certifications needed to perform a scope of work. This lack of qualification, experience or authorization nullifies any MWBOO adverse determination and the resulting erroneous award.

B. Potential Discrepancies in One-Call Concept Bid

Further, and independent of the fact that NetSystems is the low responsible bidder, the City Purchasing Agent's recommendation of the higher bid presented by the incumbent – One-Call Concept Locating Services, Inc. – failed to inform the BOE of several material points which potentially call into question the propriety of awarding the contract to One-Call Concepts. Among these points are the following considerations.

Erroneously Pre-Bid Information

Purchasing provided NetSystems' with erroneous pre-bid information. Surya Sharma, the buyer, divulged that One Call Concepts reminded him that the contract shall include marking for gas and telephone. Is DPW running a gas or telephone company? No! Why is Purchasing distributing wholly erroneous data from One Call Concepts?

Mr. Sharma was informed by NetSystems' representative about the conflict of interest with One Call Concepts providing Call Center and Locating Services. In response to the previous statement, he denoted that a protest isn't necessary if One Call Concepts isn't awarded the contract.

NetSystems' presented Mr. Cecil Moore and Mr. Surya Sharma with One Call's invoices from 2008. The invoices didn't contain any emergency tickets at the contract price of \$0.50 per request. Mr. Moore vehemently defended the invoices stating that there were no emergency tickets for the entire year. The quantity on the invoices doesn't match One Call Concepts' own data.

Conflict of Interest

One Call Concepts' contract for the Call Center gives them an unfair advantage with other vendors. For example, the estimated quantities are obtained directly from One Call Concepts because no other firm can provide the data. The estimated quantities are distorted to provide a significant advantage to the One Call Concepts. Marking requests are overstated and

Clerk to the Board of Estimates
Attn: Harriet Taylor
April 21, 2009
Page 4 of 5

Re-marks are understated; therefore, One Call provided a higher price for the Re-marks and lower price for the Marks. One Call Center is the only vender with knowledge of the actual quantities.

There are no checks and balances for verifying the accuracy of invoices because all data is obtained from the same source, One Call Concepts. The old adage "The wolf is guarding the hen house" applies here. The data can be manipulated to advocate any quantity of requests from the Call Center.

Unbalanced pricing data

Section GC6 Fair Competition section in the contract :

To better insure fair competition and to permit a determination of the lowest responsive and responsible Offeror, proposals may be rejected if they show any irregularities, conditions, non-conformities, or bids obviously unbalanced.

One Call Concepts' bid is as unbalanced as it gets. Emergency requests for \$0.50 and Re-marks are over 10 times pricier than Marks. These prices are not close to the standard in the industry. Here is a ranking of the complexity for a locating company completing each type of ticket:

- 1.) Emergency – 2 hour response is necessary,
- 2.) Mark – Completely new ticket
- 3.) Re-Mark – Ticket was already completed but it has expired.

Why did One Call Concepts previously bid \$0.50 for emergencies and didn't invoice the City of Baltimore? Actual data from One Call Concepts' Call Center doesn't even support its invoices. For example, the data shows an average of over 600 monthly emergency requests for Baltimore City excluding Baltimore County. If One Call Concepts is changing the description of the theses tickets for billing purpose, the City of Baltimore should be reimbursed.

Call Centers are usually the final option for contractors to resolve marking issues. If the Call Center and Locating Services are provided by the same company, these issues are not addressed with the same vigor as otherwise. Will Call Centers find its own Locating Services at fault? Maybe, but not likely.

One of the most important of the BOE's many roles in the City's Procurement System is to uphold the fairness/integrity in the bid process. For the reasons outlined above, there were several procedural infirmities in the Bureau of Purchasing's handling of Solicitation No.

Clerk to the Board of Estimates
Attn: Harriet Taylor
April 21, 2009
Page 5 of 5

B50000935, not the least of which is its failure to notify NetSystems of its responsibility determination and its failure to notify the BOE that Net Systems, not One-Call, was the low bidder on this Solicitation. Further, an objective review of the facts/circumstances surrounding the Bureau's non-responsibility determination and the scope of the service work reveals that this determination was not supported. Coupling these points with the apparent or potential problems with One-Call Concepts' Bid and the need to uphold principles of fairness/integrity in the public procurement system demonstrates a need for corrective action. Accordingly, NetSystems respectfully requests the BOE take these points into consideration and reevaluate the apparent April 8, 2009 award of Contract B50000935. Correcting for the errors in the Bureau of Purchasing/MWBOO actions will result in an award of the contract to the lowest responsible bidder – NetSystems.


Thank you for your time and consideration of this important matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Craig X. Jackson".

Craig X. Jackson

cc: Stephanie Rawlings-Blake, President, Baltimore City Council and Board of Estimates
Sheila Dixon, Mayor, City of Baltimore
Joan Pratt, Comptroller, City of Baltimore
David Scott, DPW Director, City of Baltimore
George Nilson, Solicitor, City of Baltimore
Cecil Moore, Purchasing Director, City of Baltimore

FROM	Name & Title	Harriette Taylor, Clerk 6-4755	CITY OF BALTIMORE MEMO	
	Agency Name & Address	Office of the Comptroller 100 N. Holliday Street, Room 204		
	Subject	MPIA Request from from Watt, Tieder, Hoffar & Fitzgerald, LLP pertaining to B50000935, Utility Locate/Marking & Related Work		

To: Ms. Hilary Ruley
100 N. Holliday St., Rm. 177
Law Department

Date: April 21, 2009

I am enclosing a copy of the request received from Mr. J. Brian Cashmere from the law firm Watt, Tieder, Hoffar & Fitzgerald, LLP. I have compiled and attached the documents listed below for your review regarding B50000935, Utility Locate/Marking & Related Work and response to the request.

- CERTIFICATION OF ADVERTISEMENT
- BUREAU OF PURCHASE BID OPENING INFORMATION SHEET
- BOARD OF ESTIMATE BID OPENING SHEET
- BID TABULATION SHEET FOR B50000935
- BOARD OF ESTIMATES AGENDA FOR APRIL 08, 2009
- PRESIDENT'S OFFICE MEMORANDUM FOR APRIL 08, 2008 BOARD OF ESTIMATES AGENDA ITEMS
- BOARD OF ESTIMATES BID AWARD MEMO
- PROTEST LETTER FROM ONE CALL CONCEPTS LOCATING SERVICES, INC.
- BID REJECTION LETTER TO UTILIQUEST
- PROTEST LETTER FROM NETSYSTEMS
- RECORDINGS ON DISK
(02/11/09 BID OPENING & 04/08/09 BOARD OF ESTIMATES MEETING)

In the past, Ms. Barclay responded to the FOIA requests. Would you provide me a copy of your response to Watt, Tieder, Hoffar & Fitzgerald, LLP for the Boards records?

If you require additional information, please call me on 6-4755.

Thank you.

cc: George Nilson

J. Brian Cashmere
(703) 749-2782
bcashmer@wthf.com

April 17, 2009

Via E-mail and United States Mail

Board of Estimates
Attn: Harriet Taylor
Clerk to the Board of Estimates
100 N. Holliday Street, Room 204
Baltimore, MD 21202

**Re: Maryland Public Information Act Request Related to Baltimore City
Solicitation No. B50000935 - Request for Bids for Utility Locate/Marking &
Related Work**

Dear Ms. Taylor:

This firm represents NetSystems Corporation for matters relating to Baltimore City Solicitation No. B50000935 - Request for Bids for Utility Locate/Marking & Related Work. Pursuant to the Maryland Public Information Act, State Government Article §§ 10-611 to 628, we hereby request copies of all public records and documents (to include e-mail communications) in your possession, including files prepared or maintained by the City of Baltimore Board of Estimates ("BOE") and its employees, representatives or agents (to include the individual Members) during the course of their employment, which relate or pertain in any way to Baltimore City Solicitation No. B50000935 - Request for Bids for Utility Locate/Marking & Related Work. This request includes all documents related to BOE's determination concerning Solicitation No. B50000935 and the responsibility of NetSystems Corporation's bid or NetSystems Corporation as a bidder for the above-referenced Solicitation. This request shall include all documents related to the BOE's actions concerning Solicitation No. B50000935, to include the apparent award of this contract at the April 18, 2009 BOE Meeting. See Page 69 of BOE April 18, 2009 Agenda (attached).

Should BOE withhold any documents or files, please describe in detail any requested documents or information which the BOE is withholding from this production and an explanation as to why you believe such documents or information need not be produced in accordance with the Public Information Act. Additionally, please provide the portions of those withheld documents that can be disclosed.

Harriet Taylor, Clerk

BOE

April 17, 2009

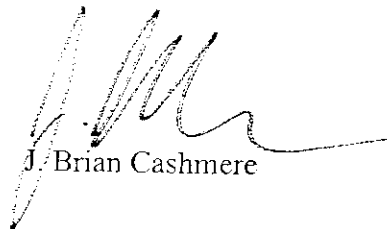
Page 2

Please advise me as to the cost, if any, for obtaining a copy of the records and the total cost, if any, for all the records described above. If the BOE or the City of Baltimore has adopted a fee schedule for obtaining copies of records and other rules or regulations implementing the Public Information Act, please forward a copy to my attention.

Pursuant to the Public Information Act and the pertinent regulations, we anticipate receiving a response to this request as soon as possible and at least within thirty (30) days of your receipt of this correspondence. Thank you for your cooperation. If you have any questions regarding this request, please telephone me at the above number.

Very truly yours,

WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.



J. Brian Cashmere

Attachment

cc: Craig Xavier Jackson, NetSystems Corporation
(via e-mail craigjackson@netsystems.ws)

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS:Bureau of Purchases

1. B50000919, Environ- Page Technologies, \$ 500,000.00
mental Remediation Inc.
at Various Locations

MWBOO SET GOALS OF 10% MBE and 2% WBE.

MBE: Kayco Environmental 10%
WBE: K.L. Phillips, LLC 2%


MWBOO FOUND VENDOR IN COMPLIANCE.

2. B50000935, Utility One Call Concept \$1,103,450.00
Relocate/Markings Locating Services,
& Related Work Inc.

MWBOO SET GOALS OF 10% MBE and 2% WBE.

MBE: PAJ Business Staffing 10%
WBE: Professional Employment, Inc. 3%

MWBOO FOUND VENDOR IN COMPLIANCE.

01 12 11	NAME Cecil S. Moore, CPPO, CPPB, C.P.M., City Purchasing Agent	CITY of BALTIMORE MEMO 69	
	AGENCY NAME & ADDRESS Bureau of Purchases 231 East Baltimore Street, Suite 300		
	SUBJECT Formal - Lowest Responsive and Responsible Bid		

TO Honorable President and Members
of the Board of Estimates

DATE: March 31, 2009

Dear President and Members:

ACTION REQUESTED OF B/E:

The Board is requested to approve an award of Solicitation Number B50000935 - Utility Relocate/Marking and Related Work to One Call Concept Locating Services, Inc., 7223 Parkway Drive, Hanover, MD 21076. Period covered is April 8, 2009 through April 7, 2011, with two one-year renewal options.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

\$1,103,450.00

Account Nos.: Various

BACKGROUND/EXPLANATION:

Vendors were solicited by posting on CitiBuy, eMaryland Market Place, and in local newspapers. The two bids received were opened on February 11, 2009. The lowest bidder, Net Systems Corporation, was found non-compliant by MWBOO.

The above amount is the City's estimated requirement; however, the vendor shall supply the City's entire requirement, be it more or less.

Req. Nos.: Various

Police Department

MBE/WBE PARTICIPATION:

MWBOO set goals of 10% MBE and 3% WBE, and found the vendor compliant on 3/24/09. (This is a requirements contract so dollar amounts will vary.)

MBE: PAJ Business Staffing 10%

WBE: Professional Employment, Inc. 3%

BALTIMORE CITY RESIDENTS FIRST (BCRF):

BCRF applicable. Certification statement completed and returned to Purchases.

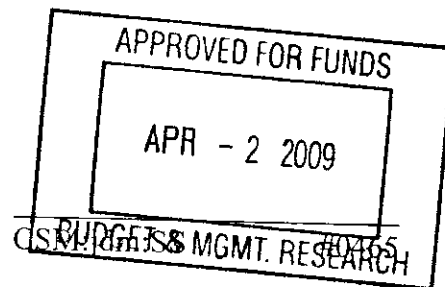
Attachments: MWBOO Compliance Review

APPROVED BY BOARD OF ESTIMATES

APR 8, 2009

DATE

CLERK



**MINORITY AND WOMEN'S BUSINESS OPPORTUNITY OFFICE
MBE AND WBE PARTICIPATION COMPLIANCE REVIEW**

To (Agency): Bureau of Purchases

Contract Number: B50000935 Utility Relocate/Marking & Related Work

MBE Goal: 10 %

WBE Goal: 3 %

Contractor: One Call Concepts Locating Services, Inc.

Total Contract Amount: \$1,103,450.00 (Requirements Contract)

MBE/WBE Firms	Dollar Amount	Percentage
MBE: PAJ Business Staffing	\$	10.00 %
WBE: Professional Employment, Inc.	\$	3.00 %

☒ Compliant

☐ Non-Compliant

Comments:

Stephane P. P. 2/24/07
Analyst Date

[Signature]
Chief, MWBOO Date

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

12. B50001006, Repairs
to Mt. Pleasant
Arena

REJECTION - Vendors were solicited by posting on CitiBuy and in local newspapers. The two bids received were opened on April 15, 2009. Both bids were found non-responsive in that the vendors were not prequalified for the service as required by the solicitation.

BOARD OF ESTIMATES

5/6/09

MINUTES

Health Department - Agreements and Amendment to Agreement

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

CASE MONITOR AGREEMENTS

The Maryland State Department of Health and Mental Hygiene (DHMH) is designated as the single State agency to administer all aspects of the Maryland Medical Assistance Program. The Health Department has an agreement with the DHMH to participate in the program as the case monitoring agency and to contract with Case Monitors who will supervise personal care services to eligible recipients.

The Case Monitors will exercise independent professional judgment and carry professional liability insurance. Each case monitor will be an independent contractor and not an employee of the City. The period of the case monitoring agreement is July 1, 2009 through June 30, 2010.

The Case Monitors will be responsible for establishing a plan of personal care for each eligible recipient assigned to him/her in Baltimore City. They will review and/or revise the plan at least once every 90 days, or more if necessary and supervise the personal care providers. The Case Monitors will make home visits as often as the Department's nurse supervisor determines to be necessary, but not more than every 90 days; maintain a clinical record on each recipient case monitored; and provide other case monitoring services, as required.

<u>Case Monitor Name</u>	<u>Rate of Pay</u>	<u>Amount</u>
1. ALICE A. ROSS, R.N.	\$45.00 per case per month	\$40,500.00

The Case Monitor may not exceed a maximum of 75 cases at any time, unless a waiver is received.

BOARD OF ESTIMATES

5/6/09

MINUTES

Health Department - cont'd

<u>Case Monitor Name</u>	<u>Rate of Pay</u>	<u>Amount</u>
2. ALLA KAPLAN, R.N.	\$45.00 per case per month	\$ 81,000.00

The Case Monitor may not exceed a maximum of 150 cases at any time, unless a waiver is received.

Account: 4000-426200-3110-538000-603018

3. DYNAMIC MEDICAL SUPPORT SERVICES, INC.	\$55.00 per case per month \$85.00 per case for STEPS	\$196,650.00
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Accounts: 4000-426200-3110-538001-603018	\$158,400.00
4000-425500-3110-537001-603018	\$ 38,250.00

The Case Monitor will be responsible for establishing a plan of personal care for each eligible recipient assigned to him/her in Montgomery County. They will review and/or revise the plan at least once every 60 days, or more if necessary and supervise the personal care providers. The Case Monitors will make home visits as often as the Department's nurse supervisor determines to be necessary, but not less than every 60 days; maintain a clinical record on each recipient case monitored; and provide other case monitoring services, as required.

The Case Monitor will also be responsible for Statewide Evaluation and Planning Services (STEPS) to residents in Montgomery County.

The Case Monitor may not exceed a maximum of 75 cases at any time, unless a waiver is received.

BOARD OF ESTIMATES

5/6/09

MINUTES

Health Department - cont'dAGREEMENTS

4. THE JOHNS HOPKINS UNIVERSITY (JHU) \$228,114.00

Account: 4000-422509-3030-273013-603051

The JHU School of Medicine Chlamydia Laboratory will provide sexually transmitted disease (STD) surveillance and data management services. The surveillance manager and the epidemiologist will maintain its web site advertising access to free Chlamydia testing by mail; provide the necessary materials to people requesting testing by mail; receive samples by mail; and process them in accordance with State laboratory standards and in accordance with testing specifications. In addition, the JHU will ensure treatment for all Baltimore City residents who test positive for Chlamydia through this testing program; report all positive test results, with the additional requirement of including documentation of treatment; and provide the most recently compiled data on the program to the Department, as requested. The period of the agreement is January 1, 2009 through December 31, 2009.

The agreement is late because funds were awarded late in the grant year and there were changes to the budget accounting system.

5. BALTIMORE MEDICAL SYSTEM, INC. \$145,000.00
(BMSI)

Account: 5000-530309-3040-278904-603051

The BMSI will administer the Tobacco Use and Cessation Services (Community and Cessation Components) Program. The organization will provide information and education services under the priority areas of Community Awareness, Faith-Based Programs, and Secondhand Smoke Education. The period of the agreement is July 1, 2008 through June 30, 2009.

The agreement is late because the FY 09 grant award was received late in the funding period. Therefore, awards to sub-grantees were made late in the funding term.

6.	THE MILLENNIUM HEALTH AND HUMAN SERVICES DEVELOPMENT CORP, INC.	\$ 20,000.00
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Account: 5000-530309-3040-278903-603051

The Millennium Health and Human Services Development Corp, Inc. will provide services for Tobacco Use Prevention and Cessation Program (Schools Component).

The organization will work with the Department to prevent the initiation of tobacco use among students on college campuses and reduce cigarette and tobacco use among college students, faculty, and staff. The Millennium Health and Human Services Development Corp, Inc. will educate students on the health risk of cigarette smoking and second-hand smoke in their homes, on campus, or places that permit smoking, and work with the campus health office or student wellness office to implement these services. In addition, the organization will ensure that four colleges in Baltimore City participate in the project and that two of the four are Historically Black Colleges. The period of the agreement is January 22, 2009 through June 30, 2009.

The agreement is late because awards were made late in the funding period.

MBE/WBE PARTICIPATION:

N/A

BOARD OF ESTIMATES

5/6/09

MINUTES

Health Department

7. **ASSOCIATED CATHOLIC CHARITIES,** **\$ 20,000.00**
INC. (ACC)

Account: 5000-530309-3040-278902-603051

The ABC will provide information and education on tobacco use prevention to Hispanic American adults at the Esperanza Center. The organization will provide individual and group education programs on tobacco use prevention and cessation; provide pregnant women with information on the harm that tobacco use causes to the unborn child; refer clients/patients to cessation services; and promote smoke-free homes. The period of the agreement is February 1, 2009 through June 30, 2009.

This agreement is late because the FY'09 grant award from the Department of Health and Mental Hygiene was received late in the funding period. Therefore, the awards to sub-grantees were made late in the funding term.

MINUTES

Health Department - Settlement Agreement and
Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a settlement agreement with Jones Networking Associates LLC. The period of the agreement is effective upon Board approval.

In addition, the Board is requested to approve and authorize an expenditure of funds to pay past due invoices to Jones Networking Associates LLC for services rendered in 2007 and 2008.

AMOUNT OF MONEY AND SOURCE:

\$40,004.87 - 1001-000000-3030-271500-603026
16,188.75 - 1001-000000-3030-272000-603026
1,557.75 - 1001-000000-3000-262600-603026
\$57,751.37

BACKGROUND/EXPLANATION:

In the fall of 2008, the Department terminated all working relationships with temporary employment agencies that were not part of the City's requirements vendor list. The above listed cost represents payment that is due Jones Networking Associates LLC, which supplied temporary employee services prior to the Department's instruction to work exclusively with City requirements vendors.

Jones Networking Associates LLC has requested payment of past due invoices for services rendered. In addition, Jones Networking Associates LLC has signed a settlement agreement stating that the payment of the total amount due represents all monies owed to the contractor from the City for services rendered.

MINUTES

Health Department - cont'd

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of a settlement agreement with Jones Networking Associates LLC. The Board also approved and authorized an expenditure of funds to pay past due invoices to Jones Networking Associates LLC for services rendered in 2007 and 2008.

BOARD OF ESTIMATES

5/6/09

MINUTES

Health Department - Expenditure of Funds**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize an expenditure of funds to sponsor the New Song Community Learning Center to conduct an anti-tobacco youth advocacy program. The period of the expenditure is March through June 2009.

AMOUNT OF MONEY AND SOURCE:

\$ 2,880.00 - Two Coordinators - will work 48 hours each @\$30.00 per hour
 3,836.00 - Purchase of a laptop and Smartboard for presentations
 1,035.00 - Educational exhibit displays and supplies
 600.00 - Food and Refreshments
 400.00 - Miscellaneous office supplies
 200.00 - Advertising
 100.00 - Printing duplication
 749.00 - Other (T-shirts with tobacco awareness quotes and statistics)
 200.00 - Transportation
\$10,000.00 - 5000-530309-3040-278903-603051

BACKGROUND/EXPLANATION:

The Department's Office of Cigarette Restitution and Chronic Disease Prevention will sponsor the Anti-tobacco Youth Program at the New Song Community Learning Center, located at 1530 Presstman Street.

This initiative is intended for youth enrolled in the school and will allow students to develop a tobacco-focused project and present the project to the Baltimore City Tobacco Community Health Coalition at a meeting. The Anti-tobacco Youth Program project is intended to make a bold statement to the overall community, as well as the students, about its commitment to improve the quality of life and promote good health and choices among youth.

BOARD OF ESTIMATES

5/6/09

MINUTES

Health Department - cont'dMBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded the Board approved and authorized an expenditure of funds to sponsor the New Song Community Learning Center to conduct an anti-tobacco youth advocacy program.

BOARD OF ESTIMATES

5/6/09

MINUTES

Department of Real Estate - Deed**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a deed with The Maryland Institute t/a Maryland Institute College of Art (grantee).

AMOUNT OF MONEY AND SOURCE:

\$26,000.00 - appraised value

BACKGROUND/EXPLANATION:

On September 1, 2005, the City entered into a closing agreement with The Maryland Institute t/a Maryland Institute College of Art for the closing and conveyance of the former bed of Montreal Street and two portions of the former bed of Mount Royal Avenue. In the closing agreement, The Maryland Institute agreed to pay the fair market value of the property.

The sale of the portion to the properties was authorized by means of Sales Ordinance No. 06-0367, approved on December 8, 2006. The street closing process is intricate and involves public notice and other procedures before the deed can be prepared for submission to the Board for approval. This deed was recently submitted by the Department of Public Works to the Law Department for approval.

UPON MOTION, duly made and seconded, the Board approved and authorized execution of a deed with The Maryland Institute t/a Maryland Institute College of Art (grantee).

BOARD OF ESTIMATES

5/6/09

MINUTES

Department of Real Estate - Lease Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a lease agreement with the Fade 2 Blac Video and Event Production, Inc., for rental of a portion of the property located at 3000 Druid Park Drive, Suite 2C, consisting of approximately 1,460 square feet of space. The period of the agreement is May 1, 2009 through April 30, 2010, with the option to renew for one additional year, at the sole discretion of the City.

AMOUNT OF MONEY AND SOURCE:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1	\$14,592.00	\$1,216.00

The rent will increase 4% of the annual rent each year of the renewal term beginning on the anniversary date of the lease.

BACKGROUND/EXPLANATION:

The tenant will use the premises for office and studio purposes. The space is leased on an "As Is" basis and does not require the City to make any modifications.

The tenant will be responsible an additional improvements of the premises. The tenant will pay for utilities and janitorial services.

MINUTES

Department of Real Estate - Cont'd

In addition, the tenant is obligated to maintain and keep in force general public liability, contractual liability and property damage insurance protection on the premises and name the City as additional insured under insurance policies.

UPON MOTION duly made and seconded, the Board approved and authorized execution of a lease agreement with the Fade 2 Blac Video and Event Production, Inc., for rental of a portion of the property located at 3000 Druid Park Drive, Suite 2C, consisting of approximately 1,460 square feet of space.

BOARD OF ESTIMATES

5/6/09

MINUTES

Department of Real Estate - Renewal Option of the
Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve the renewal option of the lease agreement with the Little Dimples II Corporation, lessee, for the rental of a portion of the first floor of the property known as the Kirk Multi-Purpose Center located at 909 E. 22nd Street, consisting of approximately 3,795.24 square feet of space. The period of the renewal agreement is March 15, 2009 through March 14, 2012.

AMOUNT OF MONEY AND SOURCE:

<u>Annual Rent</u>	<u>Monthly Installments</u>
\$12,373.43	\$1,031.12

BACKGROUND/EXPLANATION:

On March 15, 2006, the Board approved the original lease agreement with the lessee, for a three year term, with the option to renew for one additional three year term.

The lessee has chosen to exercise the renewal option. The annual rate will be \$12,373.43. All other conditions and provisions of the lease agreement dated March 15, 2006 will remain in force and full effect.

This renewal option is late due to an administrative oversight.

(FILE NO. 56316)

MINUTES

Department of Real Estate - Cont'd

UPON MOTION duly made and seconded, the Board approved the renewal option of the lease agreement with the Little Dimples II Corporation, lessee, for the rental of a portion of the first floor of the property known as the Kirk Multi-Purpose Center located at 909 E. 22nd Street, consisting of approximately 3,795.24 square feet of space. The Comptroller **ABSTAINED**.

BOARD OF ESTIMATES

5/6/09

MINUTES

Department of Housing and - Consultant Agreement
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a consultant agreement with Mr. Kenneth Strong. The period of the agreement is May 6, 2009 through June 30, 2009.

AMOUNT OF MONEY AND SOURCE:

\$12,936.00 - 10001-000000-5970-438200-601001 \$42.00 per hour

BACKGROUND/EXPLANATION:

Mr. Strong will work as a Program Consultant for the Weatherization Program. He will perform a number of duties but are not limited to; coordinate state and federally funded weatherization programs, collect, analyze and document various federal requirements. In addition, he will be responsible for monitoring the expenditures associated with the weatherization programs and the oversight of contractors as it relates to compliance with federal requirements.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of a consultant agreement with Mr. Kenneth Strong.

BOARD OF ESTIMATES

5/6/09

MINUTES

PROPOSALS AND SPECIFICATIONSBureau of Water and Wastewater

- ER 4014, Western Run Environmental Restoration Project No. 1

BIDS TO BE RECV'D: 06/24/2009**BIDS TO BE OPENED: 06/24/2009**Bureau of Water and Wastewater

- ER 4025 Urgent Needs Environmental Restoration

BIDS TO BE RECV'D: 06/24/2009**BIDS TO BE OPENED: 06/24/2009**

President: "As there is no more business before the Board, the meeting is in recess until twelve o'clock noon for the opening and receiving of bids. Thank you."

BOARD OF ESTIMATES

5/6/09

MINUTES

Clerk: "The Board is now in session for the receiving and opening of bids."

BIDS, PROPOSALS AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that the following agencies had issued an Addendum extending the dates for receipt and opening of bids on the following contract. There were no objections.

Department of Transportation - TR 09013, Resurfacing Highways
at Various Locations Northeast
JOC EE
BIDS TO BE RECV'D: 05/13/09
BIDS TO BE OPENED: 05/13/09

BOARD OF ESTIMATES

5/6/09

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 02057, Pre-stressed Concrete
Girder Bridge No. BC 6513 on
Nicodemus Road, Liberty
Reservoir

Joseph B. Fay Co.
Concrete General, Inc.
American Infrastructure
MD, Inc. d/b/a American
Infrastructure
Cianbro Corporation
Corman Construction, Inc.

Department of Transportation - TR 09015, Resurfacing Highways
at Various Locations Southwest
JOC GG

M. Luis Construction
Co., Inc.
P. Flanigan & Sons, Inc.
Civil Construction, LLC

BOARD OF ESTIMATES

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MINUTES

Department of Transportation - TR 09016, Resurfacing Highways
at Various Locations JOC HH

M. Luis Construction
Co., Inc.
P. Flanigan & Sons, Inc.
Civil Construction, LLC
Machado Construction

Bureau of Purchases - B50001057, Forklift

Alliance Material
Handling

Bureau of Purchases - B50001059, Top Soils, Common
Borrow, Diamond Mix, and
Recycled Stones

C.D. Thomas Trucking
Co., Inc.
Topsoil Etc., Inc.
Phipps Construction
Contractors

MINUTES

There being no objections, the Board UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, May 13, 2009.

JOAN M. PRATT
Secretary