MINUTES

REGULAR MEETING

Stephanie Rawlings-Blake, President
Sheila Dixon, Mayor
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.

ANNOUNCEMENT

Madam Deputy Comptroller: "Good morning. In observance of Veterans' Day, November 11, 2009, the City will be closed and therefore, the Board will be in recess. The Board of Estimates will reconvene on November 18, 2009."

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MINUTES

BOARDS AND COMMISSIONS

1. Prequalification of Contractors

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

Apex Services, Inc.	$ 8,000,000.00
B&B Commercial Interiors, Inc.	$ 6,813,000.00
Blastech Enterprises, Inc.	$ 26,793,000.00
Diversified Educational Systems, Inc.	$ 8,000,000.00
Eastern Gunite Co., Inc.	$ 8,000,000.00
Eastern Waterproofing & Restoration, Co., Inc.	$ 46,233,000.00
Houck Services, Inc.	$ 22,728,000.00
Insituform Technologies, Inc.	$2,090,799,000.00
Kindred Builders, Inc.	$ 2,880,000.00
Most, Inc.	$ 5,904,000.00
World Wide Glass, LLC	$ 1,500,000.00

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:

John Cullinane Associates, LLC	Engineer
Shamu Machowski Greco Architects, Inc.	Engineer

There being no objection, the Board, UPON MOTION duly made and seconded, the Board approved the prequalification of contractors, architects and engineers.

BOARD OF ESTIMATES **11/4/09**

MINUTES

Department of General Services – Minor Privilege Permit Applications

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

	LOCATION	APPLICANT	PRIVILEGE/SIZE
1.	3137 Eastern Ave.	Gladys Fernandez	Retain two flat signs 8′ x 1½′, two cornice signs 7′ x 2′ and 1′ x 2′, two spot reflectors
	Annual Charge: $ 418.71		
2.	2810 Taney Road	Dania Artis	One 4″ conduit @ 52′
	Annual Charge: $182.00		

There are no objections, since no protests were received.

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

MINUTES

Space Utilization Committee - Lease Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a lease agreement with Fitness, Fun and Games, Inc., lessee, for the rental of a portion of the property known as Hamilton Recreation Center, 5609 Sefton Avenue a/k/a 3309 Bayonne Avenue. The period of the agreement is August 01, 2009 through June 30, 2011.

AMOUNT OF MONEY AND SOURCE:

Annual Rent

$1.00

BACKGROUND/EXPLANATION:

The space, containing 12,750 square feet, will be used as an After-School/Community Center. The lessor will be responsible for snow removal, maintenance and repairs, utilities including electric power, heat, sewer, and water charges.

Fitness, Fun and Games, Inc. will be responsible for janitorial and trash removal, which is to be placed in containers supplied by the City. The lessee is also responsible for supplies associated with interior maintenance, minor improvements, pest control, security, background checks on its employees, and insurance.

The lease agreement is late because of negotiations with other users of the facility.

The Space Utilization Committee approved this lease at its meeting on October 27, 2009.

(FILE NO. 55733)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the lease agreement with Fitness, Fun and Games, Inc., lessee, for the rental of a portion of the

Space Utilization Committee – cont'd

property known as Hamilton Recreation Center, 5609 Sefton Avenue a/k/a 3309 Bayonne Avenue.

MINUTES

Department of Real Estate – Deed to Lyric Foundation, Inc.

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a deed to the Lyric Foundation, Inc., for the closing and conveyance of certain air rights for a portion of Maryland Avenue.

AMOUNT OF MONEY AND SOURCE:

$25,000.00 (Appraised Value)

BACKGROUND/EXPLANATION:

On January 21, 2009, the City entered into a closing agreement with the Lyric Foundation, Inc., for the closing and conveyance of certain air rights for a portion of Maryland Avenue, which has been legally closed, for the Lyric Opera House. In the closing agreement the Lyric Foundation, Inc., agreed to pay the fair market value for the property.

The sale of the portion to the air rights was authorized by means of Sales Ordinance No. 09-122, approved on February 17, 2009. 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.

(FILE NO. 56638)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the deed to the Lyric Foundation, Inc., for the closing and conveyance of certain air rights for a portion of Maryland Avenue.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

Owner(s)	Property	Interest	Amount
Dept. of Housing and Community Development – Condemnations			
1. Shirley Lowenthal & Charles Muskin, Trustees of the Estate of Lillian Braverman	1308 Wirton St.	G/R $48.00	$ 320.00
2. US Bank Trust National Association	2010 Barclay St.	L/H	$12,360.00
3. MMH, Inc.	2005 Guilford Ave.	L/H	$20,000.00
Dept. of Housing and Community Development – Option			
4. SRG Properties No. 1, LLC	425 E. 23rd St.	F/S	$35,200.00

Funds will be transferred prior to condemnation into City Bond Funds, Account No. 9910-904714-9588-900000-704040, Johnston Square Project.

(FILE NO. 57070)

Funds are available in Account No. 9912-904713-9591-900000-704040, Barclay Project.

(FILE NO. 57066)

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 for an amount equal to or lesser than the option amount.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

Owner(s)	Property	Interest	Amount
Department of Law - Payment of Settlements			
5. Nancy Oring and Ira Oring (previous owners)	330 E. 20th St.	G/R $110.00	$ 92.00

On January 20, 2009, the Board approved the acquisition of the reversionary interest in 330 E. 20th Street, by condemnation for the amount of $917.00. The parties agreed to settle the condemnation suit for an additional $92.00, which is 10% more that the previous offer for a total of $1,009.00. Therefore, the Board is requested to approve payment of the balance in the amount of $92.00 into the Circuit Court for Baltimore City in settlement of this case.

Funds are available in Account No. 9910-904713-9588-900000-704040.

UPON MOTION duly made and seconded, the Board approved the foregoing options, condemnation and quick-takes, payment of settlements.

MINUTES

Police Department – Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize an expenditure of funds by Expenditure Authorization to pay Sprint Wireless. The period of the outstanding invoice is September 6, 2009 through October 5, 2009.

AMOUNT OF MONEY AND SOURCE:

$69,252.45 – 1001-000000-2040-220500-603004

BACKGROUND/EXPLANATION:

This payment is for essential wireless services, which are critical to the day-to-day operations of the Baltimore Police Department. Sprint Wireless, through its wireless service, provides a discreet tool for local and out of jurisdiction investigations, to include wireless services for daily covert operations. Historically, there has been no contract for this account. The Department is working to change to direct connect service to Verizon.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized the expenditure of funds by Expenditure Authorization to pay Sprint Wireless.

MINUTES

TRANSFERS OF FUNDS

* * * * * *

UPON MOTION duly made and seconded,
the Board approved
the Transfers of Funds
listed on the following pages:
4168 - 4170
SUBJECT to receipt of favorable reports
from the Planning Commission,
the Director of Finance having
reported favorably thereon,
as required by the provisions of the
City Charter.

MINUTES

TRANSFER OF FUNDS

	AMOUNT	FROM ACCOUNT/S	TO ACCOUNT/S
Recreation and Parks			
1.	$ 30,000.00 State	9938-902743-9475 Reserve Facilities Improv. FY08	
	10,000.00 Rec. & Parks 24th Series	" "	
	$ 40,000.00	----------	9938-901743-9474 Active Facilities Improv. FY08

This transfer will cover the costs associated with design services for Morrell Park Recreation Center under On-Call Contract No. 1066, Task No. 20 assigned to Hord Coplan Macht, Inc.

2.	**$ 36,000.00** State	9938-902720-9475 Reserve Athletic Courts & Fields Renov.	9938-901720-9474 Active Athletic Courts & Fields Renov.

This transfer will cover the costs associated with the entrance road improvements at Swann Park under Contract No. TR 05312.

MINUTES

TRANSFER OF FUNDS

	AMOUNT	FROM ACCOUNT/S	TO ACCOUNT/S
Recreation and Parks – cont'd			
3.	$ 30,000.00 State	9938-904746-9475 Reserve	
	10,000.00 Rec. & Parks 24th Series	" Park and Playground Renov. FY08	
	$ 40,000.00	----------	9938-901746-9474 Active Park and Playground Renov. FY08

This transfer will cover the costs associated with design services under On-Call Contract No. 1065, Task No. 18 assigned to Mahn Rykiel Associates, Inc.

Department of Transportation			
4.	**$ 23,869.22** MVR	9952-907033-9511 Const. Res. Pedestrian Lighting	9950-905784-9514-3 Design & Studies Neighborhood Reconstruction

This transfer will fund costs associated with assignment of Task No. 11, Project 01074 to Century Engineering, Inc. for the installation and upgrade of street and pedestrian lighting in selected areas of the Lyndhurst Community, Edgewood Neighborhoods, and Edmondson Village Community.

MINUTES

TRANSFER OF FUNDS

	AMOUNT	FROM ACCOUNT/S	TO ACCOUNT/S
Dept. of Trans. - cont'd			
5.	**$ 48,036.54** MVR	9950-903550-9509 Const. Res. Neighborhood Reconstruction	9950-902550-9508-3 Design & Studies Neighborhood Reconstruction

This transfer will fund costs associated with assignment of Task No. 12 on Project 01074 to Century Engineering, Inc. for hiring an on-site technician for managing various day-to-day administrative activities.

MINUTES

Department of Housing and Community Development - Local Government Resolutions

The Board is requested to approve and authorize execution of the following local government resolutions.

The following organizations are applying to the State of Maryland's Community Investment Tax Credit Program (CITCP). A local government resolution of support is required by the State for all applications to this program for funding.

	Organization	Amount
1.	**DRESS FOR SUCCESS BALTIMORE**	**$ 50,000.00 (CITCP)**

The Dress for Success Baltimore, located at 128 W. Franklin Street proposes the Dress for Success Baltimore Project. The project will focus on the development of a career center. The center will provide support in many facets of career development by assisting women in their job search and promoting self-sufficiency by offering women the necessary resources to search for employment such as access to computers with MS Windows and Internet access. The center will also provide a library of development resources, books, articles, resume writing, cover and thank you letter writing, interviewing, and job training.

2.	**SANDTOWN HABITAT FOR HUMANITY**	**$ 50,000.00 (CITCP)**

Sandtown Habitat for Humanity, located at 1300 N. Fulton Avenue, proposes the 25-Unit Homeownership Project. The project will provide safe, decent, affordable housing for homeownership to low and very-low income families in a 15-block area focus area. The project will also provide homes for 25 of these families.

DHCD – cont'd

3. **MARYLAND LEADERSHIP WORKSHOPS, INC.** **$ 50,000.00 (CITCP)**

The Maryland Leadership Workshops, Inc. located in Gaithersburg, MD proposes the Maryland Leadership Workshop Project. The Maryland Leadership Workshops, Inc. is a non-profit organization in partnership with the Maryland State Department of Education. Their mission is to serve at risk students from Baltimore City. The project will identify a substantial number of middle and high school students from Priority Funding Areas within Baltimore City and engage them in a leadership training program at a location to be determined. A year-round follow-up program for such students will be provided to enable them to conduct a community and/or school needs assessment. This will allow the organization to then design, implement, and evaluate an action plan in which they exercise their leadership to address the needs identified through the assessment.

4. **HEALTH CARE FOR THE HOMELESS, INC.** **$ 35,000.00 (CITCP)**

Health Care for the Homeless, Inc. located at 111 Park Avenue proposes the Basic Needs Assistance Project. This project will fund the expenses relating to providing people who are experiencing homelessness with sustainable housing solutions. Expenses to be paid include, purchasing food and furnishings, as well as paying for utilities, rent and security deposits. The organization will also provide health-related services, education and advocacy to reduce the incidence and burdens of homelessness.

DHCD – cont'd

5. **NEW SONG URBAN MINISTRIES (NSUM)** **$ 45,000.00 (CITCP)**

New Song Urban Ministries, located at 1500 Presstman Street, proposes the NSUM/EDEN JOBS – 40 Job Placement Project. The NSUM/EDEN Jobs will provide one-on-one counseling, job placements, referrals and follow-up services to 60 individuals (with special focus on ex-offenders) in the 72 square blocks of the Sandtown-Winchester neighborhood. The goal of the project is to place 40 residents in jobs during 2010.

6. **BOYS HOPE GIRLS HOPE OF BALTIMORE** **$ 49,460.00 (CITCP)**

Boys Hope Girls Hope of Baltimore, located at 300 E. Lombard Street, Suite 1111, proposes the College Road: College Preparation and Success Program Project. The project location is 3714 Fleetwood Avenue. The College Road is a series of program initiatives for Boys Hope Girls Hope of Baltimore scholars, first generation college aspirants. This is a supplement to a current program and provides opportunities for scholars to get exposed to and participate in college preparatory programs that compliment their attendance at private, collage preparatory schools. The activities are comprehensive in scope and focus on developing the three crucial attributes for success for higher education; competency, connectedness, and confidence.

DHCD – cont'd

Boys Hope Girls Hope of Baltimore is committed to helping academically capable and motivated children in need to meet their full potential and become men and women for others by providing value-centered, family-like homes, opportunities and education through college.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing local government resolutions.

MINUTES

Department of Housing and – Agreements
Community Development

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is July 1, 2009 through June 30, 2010.

1. **BALTIMORE READS, INC. $ 49,200.00**

Account: 2089-208910-5930-423726-603051

Baltimore Reads, Inc. will provide adult literacy services and job readiness training at the Ripken Adult Learning Center. The organization will offer English as a second language at its main office. Services will include adult basic education, Pre-GED and GED classroom instruction, individual tutoring and monthly employability workshops. Non-readers and Pre-GED services will be provided to low and moderate-income City residents.

FOR THE FY 2010, MBE AND WBE PARTICIPATION GOALS FOR THE ORGANIZATION WERE SET ON THE AMOUNT OF $34,950.00, AS FOLLOWS:

MBE: $ 6,990.00

WBE: $ 2,447.00

2. **INNOVATIVE HOUSING INSTITUTE, INC. (IHI) $150,000.00**

Account: 2089-208910-5930-427543-603051

Under this agreement, the funds will be used to assist 187 non-elderly, disabled low and moderate-income families with relocation expenses through the Enhanced Leasing Assistance Program. Relocation expenses include leasing application fees, security deposits, and utility and telephone installation fees.

MWBOO GRANTED A WAIVER.

DHCD – cont'd

On May 13, 2009, the Board approved the Resolution authorizing the Commissioner of the Department of Housing and Community Development (DHCD), on behalf of the Mayor and City Council, to file a Federal FY 2009 Annual Action Plan for the following formula programs:

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

The DHCD began negotiating and processing the CDBG agreements effective July 1, 2009 and beyond, as outlined in the Plan, pending approval of the Resolution. Consequently, the agreements were delayed due to final negotiations and processing.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

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

BOARD OF ESTIMATES **11/4/09**

MINUTES

Department of Housing and Community Development – Quarterly Report on Loan Subordinations

ACTION REQUESTED OF B/E:

The Board is requested to **NOTE** receipt of the quarterly report on loan subordinations from the Department of Housing and Community Development (DHCD).

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

This quarterly report outlines loan subordination requests received from homeowners and approved by the DHCD.

On February 23, 2005, the Board approved a Loan Subordination Policy. Under the policy, the DHCD is given the authority to execute subordination agreements for homeowners seeking to refinance first mortgages provided the homeowner did not receive any cash-out from the refinance.

The DHCD's Finance Review Committee has reviewed and approved seven subordination agreements during this quarter, which allows the City's second lien position to remain unchanged. All other requests from homeowners for equity withdrawal, when refinancing, are presented to the Board and the Director of Finance for approval pursuant to the policy.

(FILE NO. 57077)

UPON MOTION duly made and seconded, the Board **NOTED** receipt of the quarterly report on loan subordinations from the Department of Housing and Community Development.

MINUTES

Department of Housing and Community Development (DHCD) – Special Warranty Deeds and Cover Letters

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the Commissioner of the DHCD to execute six Special Warranty Deeds and Cover Letters required by the Department of Housing and Urban Development (HUD), SUBJECT to review and approval of these documents, for form and legal sufficiency by the Department of Law.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

Between November 2007 and September 2008, the DHCD acquired the following properties known as the Byrd Properties at HUD foreclosure auctions:

Property	Address
Beaufort Crest	3322 ½ - 3328 ½ Woodland Avenue
Woodland III	3400-3404 Woodland Avenue
Bentalou Court	2306-2308 Riggs Avenue
Pall Mall	4410 Pall Mall Road
	4311 Pimlico Road
Pimlico Road	4500-4504 Pimlico Road
Mosher Courts	2950-2966 Mosher Street

The contracts of sale required that the properties be demolished and redeveloped within a two-year period and that the purchaser post either a Letter of Credit or cash deposit as a guarantee that these requirements were met.

The DHCD posted four Letters of Credit and two cash deposits totaling $475,000.00. Three of the Letters of Credit have expired; the fourth, which was posted for Mosher Courts, and valued at $375,000.00, is due to expire on October 31, 2009.

DHCD – cont'd

In accordance with the Contracts of Sale, the DHCD has demolished all of the Byrd properties and is working with HUD to obtain an extension of the two-year redevelopment requirement. HUD policy requires that the purchaser provide either a Special Warranty Deed to be held by HUD and to be cancelled when the redevelopment is complete, or continue to post Letters of Credit until such time the redevelopment is complete.

The DHCD is requesting approval to sign a Special Warranty Deed and an accompanying cover letter for each property owner rather than continue to provide Letters of Credit as a cost saving measure. A completed draft cover letter and Special Warranty Deed have been submitted for Mosher Courts only. It is, however, the same form cover letter and Special Warranty Deed that will be used for all of the properties. When complete, each cover letter and special warranty deed will include the respective property's address and unit count.

The cover letter states that the deed will be held in escrow in lieu of fulfilling one of the following conditions: providing HUD with a Letter of Credit in the amount of $375,000.00; or providing evidence of the existence of performance bonds each in the amount of $1,500,000.00 with HUD identified as a dual obligee.

The cover letter currently provides a two-year period in which to complete the redevelopment. However, the DHCD has asked HUD to extend the time to five years, with an option to seek additional extensions.

(FILE NO. 57085)

UPON MOTION duly made and seconded, the Board approved and authorized the Commissioner of the DHCD to execute six Special

DHCD – cont'd

Warranty Deeds and Cover Letters required by the Department of Housing and Urban Development (HUD), SUBJECT to review and approval of these documents, for form and legal sufficiency by the Department of Law.

MINUTES

Office of the State's Attorney – Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of a renewal grant award from The State of Maryland – Governor's Office of Crime Control and Prevention. The period of the grant award is October 1, 2009 through September 30, 2010.

AMOUNT OF MONEY AND SOURCE:

$46,750.00 – 5000-584310-1150-137200 (Award)
15,583.00 – 1001-000000-1150-117900 (City Match)
$62,333.00

BACKGROUND/EXPLANATION:

The Baltimore City Office of the State's Attorney Domestic Violence Project created a multi-disciplinary Domestic Violence Unit within the Baltimore Police Department. This unit will operate on a 24/7 basis from the Clarence Mitchell Courthouse with specially trained detectives, who will act as first responders in all felony domestic violence cases and work closely with the Felony Family Domestic Violence Division.

The award is late because it was not certain that the State would be able to renew the award. As a result, it was not received in the Administrative Office until early October.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the acceptance of a renewal grant award from The State of Maryland – Governor's Office of Crime Control and Prevention.

MINUTES

Baltimore City Health Department – FY 2010 Unified Funding

ACTION REQUESTED OF B/E:

The Board is requested to accept the Fiscal Year 2010 Unified Funding Document that outlines funding provided by the State of Maryland, Department of Health, and Mental Hygiene for the period beginning on July 1, 2009. The amount of each award is as follows:

AMOUNT OF MONEY AND SOURCE:

Grant #	Grant Description	Amount
AD364CTR	Counseling, Testing & Referral	$ 774,938.00
AD364HER	Health Education & Risk Reduction	398,467.00
AD407SUR	Surveillance	143,987.00
AD419RWS	Ryan White B - Health Support Services	3,270,468.00
AD431WIC	Ryan White D - WICKY Health Support	618,114.00
AD615NEP	Needle Exchange Program	290,860.00
AD626BSR	Behavioral Surveillance Research	250,625.00
AD637IDU	Intravenous Drug Users	341,249.00
AD639MSM	Behavioral Interventions with Sexual Minorities	166,891.00
AD655YHS	Ryan White D – Youth Health Support	286,382.00
AD656EHT	Expanded HIV Testing	705,100.00
AD659ECT	Expanded City Testing	725,030.00
CH051STD	Sexually Transmitted Disease	161,188.00
CH054IMM	Immunization-HEP-IAP, HEP-B	615,200.00
CH187TBS	Tuberculosis Control	72,000.00
CH350IMM	Immunization-HEP-IAP, HEP-B	107,200.00
CH560CFT	Child Health - Core	806,606.00
CH560CFT	Core Public Health Services	10,259,730.00
CH864TBF	Tuberculosis Consortium	580,309.00
CH903BBH	Babies Born Healthy Initiative	333,265.00
CH929MHP	Medical Homes Project	28,621.00
FH181MCH	Lead Paint Poisoning Prevention	848,551.00
FH201FFP	Reproductive Health/Family Planning	2,598,372.00

Baltimore City Health Department – cont'd

Grant #	Grant Description	Amount
FH219PYD	Children/Adolescent Health Advocacy	95,819.00
FH892IPO	Improved Pregnancy Outcome	1,994,068.00
FHA06BBH	Babies Born Healthy Initiative	537,600.00
FHA68AST	Greater Baltimore Asthma Alliance	20,000.00
FHA76NRR	Cardiovascular Risk Reduction	150,000.00
W1213WIC	Special Supplemental Nutrition Program for Women & Children	2,504,000.00
MH374OTH	Health Care for the Homeless	664,582.00
MA157ACM	PWC Eligibility	1,544,842.00
MA005EPS	Administrative Care Coordination	3,505,500.00
MA131GES	STEPS /AERS	1,978.00
MA365GTS	General Transportation Grant	9,427,554.00
MA411HSP	Healthy Start Program	472,836.00
CH831PHP	Public Health Preparedness & Response	56,129.00
CH831PHP	Cities Readiness Initiative	24,755.00
		$45,382,816.00

BACKGROUND/EXPLANATION:

As the fiscal year progresses, supplements, modifications, and/or reductions will be processed through the granting administrations with revised Unified Grant Awards being issued. The most current Unified Award document will be the official award of record.

This item is late because it was misplaced. The Department apologizes for the lateness.

APPROVED FOR FUNDS BY FINANCE.

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

UPON MOTION duly made and seconded, the Board approved acceptance of the Fiscal Year 2010 Unified Funding Document that

Baltimore City Health Department – cont'd

outlines funding provided by the State of Maryland, Department of Health, and Mental Hygiene for the period beginning on July 1, 2009.

MINUTES

Health Department – Employee Expenditure Report Reimbursement

ACTION REQUESTED OF B/E:

The Board is requested to approve an employee expenditure report to reimburse Ms. Jennifer Matthews. The period of the reimbursement is January 2009 through May 2009.

AMOUNT OF MONEY AND SOURCE:

$ 15.95 – 4000-428409-3050-283300-603002 (January)
29.20 – 4000-428409-3050-283300-603003 (January
37.40 – 4000-428409-3050-283300-603002 (February)
8.80 – 4000-428409-3050-283300-603002 (March)
135.58 – 4000-428409-3050-283300-603002 (April)
13.00 – 4000-428409-3050-283300-603003 (April)
109.73 – 4000-428409-3050-283300-603002 (May)
4.00 – 4000-428409-3030-283300-603003 (May)
$353.66

BACKGROUND/EXPLANATION:

During the time the City implemented a new policy for submitting expense statements, the employee, Ms. Matthews, submitted her expense reports on time to her supervisor, but several revisions delayed them being processed before the 40 day deadline.

Because an Employee Expense Statement must be received by the Bureau of Accounting and Payroll Services within 40 workdays for the last calendar day of the month in which expenses were incurred, and expenses submitted after that time will not be reimbursed without written approval of the Board of Estimates,

Health Department – cont'd

the Department is requesting the Board's approval to reimburse this employee in accordance with AM-240-11.

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the employee expenditure report to reimburse Ms. Jennifer Matthews.

BOARD OF ESTIMATES **11/4/09**

MINUTES

Health Department – Notification of Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of the Notice of Grant Award from the Maryland State Department of Education (MSDE). The period of the grant award is July 1, 2009 through June 30, 2010.

AMOUNT OF MONEY AND SOURCE:

$531,601.00 – 5000-525710-3100-297100-405001

BACKGROUND/EXPLANATION:

The grant award provides funds to support medical, mental health, dental, and other services to children and adolescents on-site in schools, with parental consent.

This grant is late because it was recently received from the grantor.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the acceptance of the Notice of Grant Award from the Maryland State Department of Education.

MINUTES

Health Department – Agreements

The Board is requested to approve and authorize execution of the various agreements. The period of the agreement is March 1, 2009 through February 28, 2010 unless otherwise noted.

AGREEMENTS

1. **JOHNS HOPKINS UNIVERSITY (JHU)** **$90,557.00**

   Account: 4000-427709-3040-278121-603051

   The JHU will use outreach and client advocacy services to enhance the HIV primary medical care that the City already offers to qualified Ryan White Spanish-speaking patients of East Baltimore in HIV/AIDS care.

2. **JOHNS HOPKINS UNIVERSITY (JHU)** **$ 4,503.00**
   RYAN WHITE PART A – PSYCHOSOCIAL SERVICES

   Account: 4000-427709-3040-278122-603051

   The JHU will provide psychosocial counseling services by a licensed certified social worker on-site at the Eastern and Druid Clinics. Patients from both clinics can receive psychotherapy at either location. Services provided include: mental health, substance abuse history and diagnostic assessment, individual psychotherapy, safety risk assessments and referrals, regular substance abuse screening, substance abuse treatment readiness and relapse prevention counseling, and referral for outside inpatient, and intensive outpatient, detoxification, and substance abuse recovery programs.

Health Department – cont'd

3. **JOHNS HOPKINS UNIVERSITY (JHU)** **$45,037.00**
RYAN WHITE PART A – EARLY INTERVENTION SERVICES

Account: 4000-427709-3040-278120-603051

The JHU will provide in-clinic Client Advocates who will provide non-medical case management services and are available to support patient adherence and continuity of care. The Client Advocates at each clinic will help coordinate scheduling of patients visits among all team members; identify patient resource barriers; link patients with case management and psychotherapy, where appropriate; send reminder and follow-up letters when appointments are missed; help insured patients transition to providers covered by their insurance; assist patients with follow-up on referrals for various concrete resources; and identify and address transportation barriers.

MWBOO GRANTED A WAIVER.

The agreements are late because the requests were received late in the grant year.

4. **INDEPENDENT LIVING FOUNDATION, INC.** **$204,644.00**
RYAN WHITE PART B – HIV ORAL HEALTH

Account: 4000-424510-3040-278111-603051

The Independent Living Foundation, Inc. will provide comprehensive oral health services to 350 new clients and 400 continuing clients in Baltimore City and the surrounding area. A full range of services is available including emergency, preventative, endodontic, restorative, surgical and periodontal. The program uses CAREware to track outcomes of clients. The period of the agreement is July 1, 2009 through June 30, 2010.

Health Dept. – cont'd

The agreement is late because the State AIDS Administration programmatically manages all Ryan White Part B services. Providers are selected through the Request for Proposal process. The Department prepares the agreements after receipt of an approved budget and scope of services and processes payments following approval.

MWBOO GRANTED A WAIVER.

5. **LIVING CLASSROOMS FOUNDATION, INC. $ 729,280.00**

Account: 6000-626009-3160-520996-603051

The organization will implement the Safe Streets Program. Services are based on the CeaseFire Chicago model. The Health Department will serve as the lead technical support advisor by providing training of project staff and participating in community activities. The period of the agreement is July 1, 2009 through June 30, 2010.

6. **ASSOCIATED BLACK CHARITIES, INC. (ABC) $ 2,030,854.00**

Accounts:	4000-427910-3040-278101-603051	$ 112,825.00
	4000-427910-3040-278102-603051	$ 1,918,029.00

The ABC will serve as the Fiscal Agent for the Minority AIDS Initiative, under the Ryan White HIV/AIDS Treatment Modernization Act of 2006. The ABC will be responsible for providing day-to-day fiscal administration, contracting and monitoring of provider expenditures to ensure reasonable-ness of reimbursements requested and the compliance to contractual fiscal requirements, the implementation of fiscal accounting systems and practices to ensure proper accountability and the monitoring of Minority AIDS Initiative grant funds. The period of the agreement is August 1, 2009 through July 31, 2010.

Health Dept. – cont'd

7. **PACT: HELPING CHILDREN WITH SPECIAL NEEDS, INC. (PACT)** **$ 45,835.00**

Account: 5000-585810-5750-668806-603051

PACT will provide various therapy/evaluation services on an as-needed basis for the Baltimore Infant and Toddlers Program, and will coordinate services with the program staff in compliance with local early intervention systems. The services will include occupational therapy screenings, screenings and evaluations and therapy for speech language pathology and physical therapy.

Therapists delivering services, as outlined in the Individualized Family Service Plan (IFSP) as requested, will contact the family, schedule visits as outlined in the IFSP in coordination with the family; provide family training; follow-up to ensure coordination of services; and complete appropriate billing and budget forms. The period of the agreement is July 1, 2009 through June 30, 2010.

MWBOO GRANTED A WAIVER.

The agreement is late because funding was awarded late in the fiscal year.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the various foregoing agreements. The President **ABSTAINED** on item no. 5. The Comptroller **ABSTAINED** on item no. 6.

MINUTES

Health Department (BCHD) – Memoranda of Understanding

The Board is requested to approve and authorize execution of the memoranda of understanding:

1. **STATE OF MARYLAND, DEPARTMENT OF HUMAN RESOURCES, BALTIMORE CITY DEPARTMENT OF SOCIAL SERVICES (BCDSS), AND THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS (BCPSS)** **$ 0.00**

   The purpose of this MOU is to ensure that a coordinated, effective, interagency system is maintained by the participating agencies, the BCDSS, BCHD, and BCPSS as related to coordinating and facilitating timely Early Intervention Services for infants and toddlers, birth to three years old with developmental disabilities, and for their families, pursuant to Part C of the Individuals with Disabilities Act. The MOU provides for the implementation of a coordinated, comprehensive, multi-disciplinary, interagency program. The period of the MOU is effective upon execution by the parties through June 30, 2010.

2. **BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS, BALTIMORE CITY PUBLIC SCHOOL SYSTEM (BCPSS)** **$ $238,759.00**

Accounts:	4000-427110-3080-294380-603051	$ 233,759.00
	4000-428210-3080-294380-603051	$ 5,000.00

   The purpose of the MOU is to engage the BCPSS to perform Early Intervention Services under Part C of the Individuals with Disabilities Education Act (IDEA). Part B funds will be used to pay for Special Education teachers to perform services for children ages 3 to 5 years old, as part of the BCPSS Partners for Success Program; and Part B 619 funds are for Preschool Partners. Also, the BCPSS will provide

Health Department – cont'd

fee for service billing for the Baltimore Infants and Toddlers Program. The period of the agreement is July 1, 2009 through June 30, 2010.

APPROVED FOR FUNDS BY FINANCE.

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

MINUTES

Commission on Aging & Retirement Education (CARE) - License Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize a license agreement with Chesapeake Squares, Inc. The period of the agreement is September 1, 2009 through August 31, 2010.

AMOUNT OF MONEY AND SOURCE:

$3,307.50 – 6000-633010-3250-319700-406001
Revenue

BACKGROUND/EXPLANATION:

The license agreement will renew the agreement with Chesapeake Squares, Inc. The Chesapeake Squares, Inc. will use the Mason F. Lord Room during non-program periods, on Tuesday and Thursday evenings from 6:30 p.m. to 10:30 p.m. This agreement will establish a modest source of revenue for CARE. The Chesapeake Squares, Inc. has previously used this space.

APPROVED FOR FUNDS BY FINANCE

(FILE NO. 55943)

UPON MOTION duly made and seconded, the Board approved and authorized execution of the license agreement with Chesapeake Squares, Inc.

MINUTES

Commission on Aging & Retirement Education (CARE) - Notification of Grant Award (NGA)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize the acceptance of a revised notification of grant award from the Maryland Department of Aging (MDoA). The period of the grant award is October 1, 2008 through September 30, 2009.

AMOUNT OF MONEY AND SOURCE:

$10,915.00 – 4000-432909-3250-319700
3,532.00 – 4000-434309-3250-319700
1,159.00 – 4000-436209-3250-317800
2,443.00 – 4000-436109-3250-316900
$18,049.00

BACKGROUND/EXPLANATION:

On February 25, 2009, the Board approved acceptance of an award in the amount of $4,420,289.00. On May 27, 2009 the Board approved the acceptance of the revised award which increased the original award by $274,345.00 for a total of $4,694,634.00. This revision increases the award by $18,049.00 for a final award of $4,712,683.00 for FY 2009.

The request is late because of its late arrival from the MDoA.

APPROVED FOR FUNDS BY FINANCE

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

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

MINUTES

Baltimore Development Corporation – First Amendment to the Payment in Lieu of Taxes (PILOT) Agreement and a Deed

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of 1) a first amendment to a PILOT agreement with Harbor East Parcel D-Commercial, LLC, developer; and 2) a deed between the City, Harbor East Parcel D-Commercial, LLC, Harbor East Parcel D – Hotel, LLC, Harbor East Parcel D – Retail, LLC, Harbor East Parcel D – Retail 2, LLC, and Harbor East Parcel D – Residential, LLC.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On June 10, 2009, the Board approved a 15 year and 25 year PILOT agreement with the developer for an office building and parking garage, respectively and the Eighth Amendment to the Inner Harbor Land Disposition Agreement.

H&S Properties is currently constructing a $548,000,000.00 mixed-use project on Parcel D at Harbor East. The project includes the office building that will be the new world headquarters for Legg Mason, retail space, underground parking, a Four Seasons Hotel, and condominiums.

The first amendment to the PILOT agreement will modify Section 3.02 of the PILOT agreement, which addresses how the baseline City real property taxes (baseline taxes) are to be calculated. The baseline property taxes should be calculated using the assessed value of the office building parcel and the parking garage parcel, prior to the commencement of the project in June 2007 (baseline assessment), and the City real property tax rate in effect for each year of the PILOT. Baseline taxes are paid in full under the PILOT. The PILOT applies only to the incremental City real property taxes that result after the development of the project. The first amendment to the PILOT agreement corrects

BDC – cont'd

Section 3.02, where the baseline assessments were erroneously identified as the baseline taxes. All other terms and conditions of the PILOT remain unchanged.

The deed will convey certain street beds of Lancaster Street to the developer, authorized by Ordinance 07-575, approved by the Mayor and City Council on November 27, 2007, and the eighth amendment to the land disposition agreement. In June 2009, the Board approved that the street beds would be conveyed to the developer for the nominal consideration of ten dollars.

MBE/WBE PARTICIPATION:

Under the terms of the PILOT agreement, the developer has agreed to comply with Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) regarding participation by the Minority Business Enterprises and Women's Business Enterprises in the development of the project.

(FILE NO. 54921)

UPON MOTION duly made and seconded, the Board approved and authorized execution of 1) the first amendment to a PILOT agreement with Harbor East Parcel D-Commercial, LLC, developer; and 2) the deed between the City, Harbor East Parcel D-Commercial, LLC, Harbor East Parcel D – Hotel, LLC, Harbor East Parcel D – Retail, LLC, Harbor East Parcel D – Retail 2, LLC, and Harbor East Parcel D – Residential, LLC. The Mayor **ABSTAINED.**

MINUTES

Baltimore Development Corporation (BDC) – Amended and Restated First Amendment to Ground Lease and Purchase Option Agreement, Third Amendment to the Ground Lease and Purchase Option Agreement, and the Amended and Restated Easement Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of:

1. The Amended and Restated First Amendment to a Ground Lease and Purchase Option Agreement between the Mayor and City Council and MDBio Foundation, Inc., respectively City-owned property located at 5901 and 6001 East Lombard Street,
2. the Third Amendment to the Ground Lease and Purchase Option Agreement, and
3. the Amended and Restated Easement Agreement.

The Board is also requested to authorize the Commissioner of the Department of Housing and Community Development to execute a deed transferring the City's fee simple title in the initial parcel to the tenant or its subsidiaries or assigns, if the purchase option is exercised, and approve ancillary documents to accomplish the transfer of the initial parcel.

AMOUNT OF MONEY AND SOURCE:

$1.00 per year

BACKGROUND/EXPLANATION:

The City owns approximately 5.4 acres of property at 5901 East Lombard Street (the initial parcel), adjacent to the Johns Hopkins Bayview Medical Center and ground leases the property to MDBio Foundation, Inc. The property is improved by a 60,000 square foot biotech manufacturing facility (facility) construct-

BDC – cont'd

ed and owned by the tenant. The facility is to be leased to a bio-tech manufacturing and research company, in order to facilitate growth in the bio-tech sector in the State of Maryland and create jobs within the City. The tenant is a not-for-profit organization that provides and supports bioscience awareness, education, and workforce development in the State of Maryland.

The ground lease was approved by the Board on October 12, 1994. The term of the ground lease is 50 years with two 15-year renewal options. If the renewal options are exercised by the tenant, the ground lease will expire in 2074. A first amendment to the ground lease was approved by the Board on March 10, 2004 to facilitate infrastructure improvements made by the City.

The ground lease originally contained two purchase options. The first purchase option provides the tenant an option to purchase the initial parcel. The second purchase option provides the tenant an option to purchase the adjacent City-owned property located at 6001 East Lombard Street (the expansion parcel). The purchase options expired in 2004 and were re-established by a second amendment to the ground lease which was approved by the Board on July 29, 2009 in order to assist the tenant with marketing the property to a potential new user of the facility.

The proposed third amendment will modify the purchase price for the initial parcel. If the purchase option for the initial parcel is exercised by the tenant, the current purchase price will be $610,000.00, which includes an annual Consumer Price Index escalation. The third amendment will provide for a purchase price credit of up to $250,000.00 in exchange for the creation of 100 jobs within five years from the settlement date with the City. The tenant will be required to submit a report to the BDC outlining the number of jobs created within the five years timeframe. If the tenant or its assigns does not create 100 new jobs by the deadline, the tenant will be required to remit to the City $2,500.00 for every job less than 100.

Under the terms of the second amendment already approved by the Board, if the tenant exercises the purchase option for the

BDC – cont'd

expansion parcel, the purchase price will be $660,000.00, subject to an annual escalation of 2.75% provides for a purchase price credit of up to $245,000.00 for certified environmental remediation costs related to the expansion parcel.

The proposed amended and restated first amendment will provide for certain technical modifications to the ground lease. These modifications include: i) removing 0.2762 acres from the leased premises as a result of the construction of BioScience Drive; ii) as a result of the construction of Mason Lord Drive, 0.691 acres will be removed from the leased premises; iii) a non-exclusive perpetual easement will be established for the use of the nearby stormwater management pond; and iv) a non-exclusive perpetual easement will be established to accommodate storm drain pipes over the expansion parcel.

The proposed amended and restated easement agreement will supersede and replace a current easement agreement between the City and the FSK Land Corporation (an entity of Johns Hopkins) which became effective on March 10, 2004. The amended and restated easement agreement establishes the non-exclusive use of the stormwater management pond adjacent to Mason Lord Drive and will also allow the tenant or its assigns to discharge its water runoff into the stormwater management facility.

MBE/WBE PARTICIPATION:

Article VIII of the original agreement stipulates that the tenant must comply with the City's MBE/WBE requirements. The proposed agreements do not alter those commitments.

(FILE NO. 55108)

UPON MOTION duly made and seconded, the approved and authorized execution of the amended and restated first amendment to ground lease and purchase option agreement, third amendment to the ground lease and purchase option agreement, and the amended and restated easement agreement.

MINUTES

TRAVEL REQUESTS

Name	To Attend	Amount
Baltimore Police Department		
1. David A. Engel	Israeli Counter Terrorism Seminar Israel November 13 – 20, 2009	$ 0.00
Baltimore City Fire Department		
2. Donald Crusse Randy Fuhrman*	Communications Unit Leader Training Atlanta, GA November 16 - 19, 2009	$1,935.37

The Fire Department is requesting the Board to approve additional funds for a car rental in the amount of $257.79. The rental car is required to transport urban search and rescue equipment for the course to and from the airport in Atanta. The additional funds have been included in the total.

If official City business at the event site will require extensive inspection trips, tours, or other unusual but necessary land travel, the Board of Estimates must approve funds for such expenses in advance of the trip. (AM-240-8)

* Emergency Vehicle Officer Randy Fuhrman is with Howard County Fire and Rescue, and is a member of the Urban Search and Rescue Task Force which is apart of the MD State Urban Search and Rescue Alliance. All training, travel and any other costs associated with this travel is paid out of the federally funded FY07 USAR fund.

MINUTES

TRAVEL REQUESTS

Name	To Attend	Amount
Baltimore City Fire Department – cont'd		
3. Scott Merbach William Anuszewski	State Urban Search and Rescue Association Conf. Chicago, IL November 15 - 18, 2009	$2,320.40
4. Jeffrey Segal Robert Scott Shawn Riddell James McCafferty William McCarren	All Hazard Incident Management Training Houston, TX November 03 – 06, 2009 (Reg. Fee $100.00)	$4,298.50

TRAVEL REIMBURSEMENT

Baltimore Police Department

5. Earl Williams James Salyers	Executive Protection Travel Miami, FL July 30 – August 08, 2009	$4,542.11
	Airfare	$ 448.00
	Rental Car/Fuel/Parking	1,892.15
	Food	851.59
	Hotel	1,312.23
	Misc.	38.14
		$4,542.11

The Police Department requests retroactive approval for a travel request totaling $4,452.11. Detectives Williams and Salyers traveled to Miami, Florida during the period of July 30 – August 08, 2009 for the purpose of executive protection for the Mayor. Because of the scheduling procedures for the Mayor, the travel arrangements were made on short notice and untimely.

TRAVEL REIMBURSEMENT

Baltimore Police Department – cont'd

Because of the nature of police surveillance, the Police Department was unable to meet the requirements of travel procedures as outlined in the Administrative Manual, Section 240. Therefore, the Police Department is asking the Board to waive the regular travel procedures for this travel request.

The Department regrets the late submission of this request and asks the Board's indulgence. The Department apologizes to the Board.

UPON MOTION duly made and seconded, the Board approved the foregoing travel requests and the travel reimbursements. The Mayor **ABSTAINED** on item no. 5.

MINUTES

Department of Human Resource (DHR) – Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay the Tremonts Historic Venue and All Suite Hotel. The event is scheduled for November 1-3, 2009.

AMOUNT OF MONEY AND SOURCE:

$ 834.00	– Tremont Hotel (2 examiners x 3 nights @ $139.00 per night per examiner)
150.00	– Tremont Hotel parking (2 examiners x 3 nights @ $25.00 per night per examiner)
270.00	– Meals (2 examiners x 3 nights @ $45.00 per night per examiner)
80.00	– Meals (2 examiners x 2 days @ $20.00 per day per examiner)
270.60	– Mileage for 4 examiners estimated at 492 miles x $.55 per mile
60.00	– Parking for examiners not at the Hotel (2 examiners x 2 days x $15.00)
100.00	– Miscellaneous (Emergency charges, etc.)
$1,764.60	

BACKGROUND/EXPLANATION:

This expenditure of funds will pay the Tremonts Historic Venue and All Suite Hotel for overnight accommodations for three nights for four examiners to administer the Fire Captain EMS CRT Oral Examination. In addition, the funds will pay for meal allowance, parking, mileage, and travel related expenses for the four examiners.

The four examiners have been recruited from various fire department jurisdictions. The Fire Captain EMS CRT Oral Examination will be administered Monday, November 2-3, 2009. Two of the examiners will travel to Baltimore on Sunday, November 1, 2009.

DHR – cont'd

The DHR will administer the Fire Captain EMS CRT Oral Examination to eight candidates who qualify to take the examination.

There will be training for the examiners on Monday morning, November, 2, 2009. Three of the candidates will be tested the remainder of Monday and five will be tested all day on Tuesday, November 3, 2009.

The examination will be administered within the office of the DHR. Therefore, no additional hotel room expenses will be incurred.

The request is late because of delays at the administrative level.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to pay the Tremonts Historic Venue and All Suite Hotel.

BOARD OF ESTIMATES **11/4/09**

MINUTES

Bureau of Water and – Agreement
Wastewater (BW&WW)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an agreement with the Johnson Mirmiran & Thompson, Inc. (JMT), for Project No. 1096J, Engineering Support Services for the Utilities GIS System. The period of the agreement is effective upon Board approval for two years, or until the upset limit is reached which ever occurs first, with an option to extend for an additional year.

AMOUNT OF MONEY AND SOURCE:

$ 250,443.50 – 9956-904531-9551-900020-703032
250,443.51 – 9960-906531-9551-900020-703032
$ 500,887.01

BACKGROUND/EXPLANATION:

The JMT will provide engineering support services for Wastewater, Water and Utility easement/right-of-way and geographic information features. The scope of this project will include project management and reporting updates to the Water System, the Wastewater System, City Works, as well as development of Utility Right-of-Way and Easements Geo-database including pilot projects.

MBE/WBE PARTICIPATION:

MBE:	GeographIT	$144,291.00	28.8%
WBE:	Ross Technical Service	$ 47,223.68	9.43%

APPROVED FOR FUNDS BY FINANCE

BW&WW – cont'd

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

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreement with the Johnson Mirmiran & Thompson, Inc., for Project No. 1096J, Engineering Support Services for the Utilities GIS System.

BOARD OF ESTIMATES **11/4/09**

MINUTES

Bureau of Water and Wastewater (BW&WW) – Amendment to Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize an amendment to agreement with Rummel, Klepper & Kahl, LLP, for Project 1080R, Inspection Program for Large Water Mains.

AMOUNT OF MONEY AND SOURCE:

$ 94,182.86 – Baltimore City
94,182.86 – Baltimore County
$188,365.72 – 9960-904732-9557-900020-703032

BACKGROUND/EXPLANATION:

On October 22, 2008, the Board approved a two-year agreement with the consultant for Project 1080R, inspection program for Large Water Mains. Under the original agreement, two water mains were identified for inspection. The consultant has been required to inspect the 42-inch PCCP pipeline in Lombard Street between Gay and South Streets, which is beyond the scope of the original project and required additional funds for completion.

The consultant will provide additional design assistance to address defects, if any, discovered during inspection. In view of the same, it is requested that additional funds be added to the contract, as proposed in this amendment. All other terms and conditions of the agreement will remain unchanged.

APPROVED FOR FUNDS BY FINANCE

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

UPON MOTION duly made and seconded, the Board approved and authorized the amendment to agreement with Rummel, Klepper & Kahl, LLP, for Project 1080R, Inspection Program for Large Water Mains.

MINUTES

Bureau of Water and – Agreement
Wastewater (BW&WW)

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of agreement with the Community College of Baltimore County (CCBC). The period of the agreement is October 19, 2009 through November 27, 2009.

AMOUNT OF MONEY AND SOURCE:

$10,350.00 – 2071-000000-5460-393201-603020
6,210.00 – 2071-000000-5460-393001-603020
$16,560.00

BACKGROUND/EXPLANATION:

The CCBC will conduct the first year of a two-year Utility Installer Apprentice training program for the BW&WW.

The Baltimore City Joint Apprenticeship Program requires that apprentices assigned to the Utility Maintenance Division of Baltimore City be provided with 144 hours of classroom instruction per year for each year of the two years that they are employed to successfully complete the Utility Installer Apprenticeship Program.

The CCBC has created a customized curriculum for the City of Baltimore based on the accredited program that now exists at the college. This program enables apprentices to be exposed to the technical requirements of the classification as it relates to the actual work environment.

BW&WW – cont'd

This request is for the first year instruction for the class of trainees hired as Utility Installer Apprentices. The training will take place on-site using existing equipment and materials.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreement with the Community College of Baltimore County.

BOARD OF ESTIMATES **11/4/09**

MINUTES

Department of General Services – Temporary Access Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a temporary access agreement with Petroleum Fuel and Terminal Co. The period of the agreement is effective upon physical entry upon the easement for one year.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Department is proposing a project to perform repairs in the rear of 5011 Pulaski Highway (SW7759). In the design of this project, it has been determined that the City's contractor will need to access the work area through property owned by Petroleum Fuel and Terminal Co.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the temporary access agreement with Petroleum Fuel and Terminal Co.

MINUTES

Law Department – Claim Settlement

The Board is requested to approve the settlement of the following claim. The settlement has been reviewed and approved by the Settlement Committee of the Law Department.

Stonegate Title Insurance Company, et al. $15,000.00
v. Mayor and City Council, et al.

Account: 1001-000000-1220-145400-603070

UPON MOTION duly made and seconded, the Board approved the settlement of the settlement claim.

MINUTES

EXTRA WORK ORDERS

* * * * * *

UPON MOTION duly made and seconded,

the Board approved the

Extra Work Orders and Transfers of Funds

listed on the following page:

4214

All of the EWOs had been reviewed and approved

by the

Department of Audits, CORC,

and MWBOO, unless otherwise indicated.

MINUTES

EXTRA WORK ORDERS

Contract Awd. Amt.	Prev. Apprvd. Extra Work	Contractor	Time Ext.	% Compl.
Bureau of Water and Wastewater				
1. EWO #068, $ 25,087.30 – WC 1167R, Urgent Need Work Infrastructure Rehabilitation, Various Locations				
$10,932,235.50	$ 3,652,719.06	J. Fletcher Creamer & Son, Inc.	0	-
Department of Transportation				
2. EWO #003, $107,718.19 – TR 05302, Resurfacing Park Heights Ave. from Druid Park Dr. to Garrison Ave.				
$ 2,307,671.80	$ 63,069.60	P. Flanigan & Sons, Inc.	-	-

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 9 to Whitman, Requardt & Associates under On-call Traffic Engineering Services, Project 1059.

AMOUNT OF MONEY AND SOURCE:

$275,347.95 - 9950-904072-9512-900020-703032

BACKGROUND/EXPLANATION:

This task is for Phase II of the Middle Branch Transportation Plan. It is a long range path forward for all transportation issues involving Middle Branch Neighborhoods. This phase will include South Baltimore and parts of Sharp Leaden Hall.

MWBOO SET MBE GOALS AT 21% AND WBE GOALS AT 7%.

MWBOO FOUND VENDOR IN COMPLIANCE.

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

TRANSFER OF FUNDS

AMOUNT	FROM ACCOUNT/S	TO ACCOUNT/S
$363,883.83 MVR	9950-906131-9527 Flagship Court	9950-904072-9512-3 Design & Studies Middle Branch Transportation Plan

This transfer will fund costs associated with Project No. 1059, task nos. 7 and 9 with Whitman, Requardt & Associates for Phase II of the Middle Branch Transportation Plan, a long range path forward for all transportation issues involving the Middle Branch Neighborhood.

UPON MOTION duly made and seconded, the Board approved the

Department of Transportation – cont'd

assignment of Task No. 9 to Whitman, Requardt & Associates under On-call Traffic Engineering Services, Project 1059. The transfer of funds was approved SUBJECT to receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter.

MINUTES

Department of Transportation - Task Assignment

ACTION REQUESTED OF B/E:

The Board is requested to approve the assignment of Task No. 7 to Sabra, Wang & Associates, Inc. under On-call Consultant Services Reconstruction Rehabilitation and/or Resurfacing, Project 1074.

AMOUNT OF MONEY AND SOURCE:

$244,806.36 - 9950-901837-9514-900020-703032

BACKGROUND/EXPLANATION:

This task provides for the design of various resurfacing projects including pit trees and signalizations throughout the City.

MWBOO SET MBE GOALS AT 24% AND WBE GOALS AT 14%

MWBOO FOUND VENDOR IN COMPLIANCE.

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

UPON MOTION duly made and seconded, the Board approved the assignment of Task No. 7 to Sabra, Wang & Associates, Inc. under On-call Consultant Services Reconstruction Rehabilitation and/or Resurfacing, Project 1074.

MINUTES

Mayor's Office of Employment Development – Agreements

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

1. **VSP AT SINAI HOSPITAL OF BALTIMORE, INC.** **$130,800.00**

   Account: 5000-585510-5750-497805-603051

   The organization will provide occupational skills for unemployed or underemployed adults or dislocated workers. The participants will learn skills, which qualify them for employment in Baltimore's Healthcare industry. The period the agreement is November 2, 2009 through November 1, 2010.

2. **BALTIMORE CITY COMMUNITY COLLEGE (BCCC)** **$ 73,000.00**

   Accounts: 6000-601510-6390-477005-603051 $ 62,500.00
   4000-898609-6310-477005-603051 $ 10,500.00

   The BCCC will effectively plan, manage and administer skills training in the areas of Multi Skilled Nursing Assistants and other entry level healthcare positions. The services will be developed for Foster Care youth and other eligible youth who participate in the City's initiative known as Youth Opportunity System. The period of the agreement is October 26, 2009 through June 30, 2010.

   The agreement is late because of a delay in the late submittal of information by the vendor that was needed to complete agreements.

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 above listed various agreements. The Mayor **ABSTAINED** on item no. 2.

BOARD OF ESTIMATES **11/4/09**

MINUTES

Mayor's Office of Employment – Correction to Account Number Development

ACTION REQUESTED OF B/E:

The Board is requested to approve the correction to the account numbers for the agreement with Globaltech Bilingual Institute, Inc. (GITECH) and The Credit Union Foundation of Maryland and the District of Columbia, Inc.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On July 29, 2009, the Board approved the original agreement, in the amount of $5,056.00, with GITECH and The Credit Union Foundation of Maryland and the District of Columbia, Inc. The agreement would allow the organizations to provide professional services.

The account numbers submitted were 8975-631-491-05-351, 8967-631-491-05-351, 6815-631-491-05-351, 8964-631-491-05-351. The four previous account numbers will be replaced by 4000-807510-6310-459505-603051. The funds will be drawn from this one account number.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the correction to the account numbers for the agreement with Globaltech Bilingual Institute, Inc. and The Credit Union Foundation of Maryland and the District of Columbia, Inc.

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:

4221 - 4274

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

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

The President **ABSTAINED** on item no. 8.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works, Department of Recreation & Parks

1. RP 09821, Swann Park Trees Fall 2009 — Bensky Construction Co., LLC — $ 52,700.00

MWBOO FOUND VENDOR IN COMPLIANCE.

MBE:	Carter Paving & Excavating, Inc.	$11,210.00	21.27%
WBE:	William T. King, Inc.	$12,000.00	22.77%

A LETTER OF PROTEST WAS RECEIVED FROM ENVIRONMENTAL QUALITY RESOURCES, LLC.

2. **TRANSFER OF FUNDS**

AMOUNT	FROM ACCOUNT/S	TO ACCOUNT/S
$60,000.00 State	9938-902720-9475 Reserve – Athletic Courts & Fields Renovation	9938-901720-9474 Active – Athletic Courts & Fields Renovation

This transfer will provide funds to cover costs associated with the award of RP 09821, Swann Park Trees, to Bensky Construction Co., LLC.

President: "Moving to the non-routine on the protests, we have two protests for today. The first is page 55 item number one and

RP 09821 – cont'd

two. If you wish to speak on that, on those two items, on page 55, please come forward, Swann Park Tree Fall, 2009 contract. Good morning, just make sure before you begin you give you name and you have to speak right into the microphone."

William 'Bill' Dowling, Representing EQR: "Good morning, I am representing EQR in regard to the Swann Park Project. My contention is we submitted a bid for $49,999.00. The bid had two MBE items. One was for 21% and one was for 10% of which we met those goals and included those in our bid item and because it was not written twice in the bid form on Bid Form B7, we were thrown out and it was clearly written in B5 and B6."

President: "Good morning."

Shirley Williams, Minority and Women Business Opportunity Office: "Good morning. The forms that were incomplete are the Statement of Intent forms. What happened, the MBE goal is 21% on that statement of intent form there is no lump sum amount. On the WBE form there is no percentage and no lump sum amount. The

RP 09821 – cont'd

significance of that is that the statement of intent form is the form that's signed by both parties and it is the form that indicates an agreement as to services, the scope of services, and to the amount of the contract. So, we have to have the information on that form."

Mr. Dowling: "My contention is that it is in fact signed and here is the form. He did the MBE, the MBE did write in the 21% and signed it and the page prior it's written in that he will be receiving $10,500.00 and 21%. My other contention is that this is a form for the two MBEs to fill out on their own and they signed the bottom which, in my opinion, makes it not a form that I should be adding anything to their signed page. So, it was always our intent two pages prior we wrote our intent in the bid form properly what we planned to do if the bid was going to be executed and followed out, we would have been held to those standards, which we planned on it and I have two MBEs that were

RP 09821 – cont'd

wanting work and now don't have the work because something wasn't written twice on the second page."

President: "Is this you first time bidding?"

Mr. Dowling: "Yes, this particular project with Baltimore City, Yes. I also have a B.S. horticultural and I am a licensed Maryland Arborist. I went to the pre-bid, I visited all the parks, I just find it to be –- I mean, it's only a $49,000.00 job, I feel I am more -- just nothing money more because just for my company, just because of I though it was the right thing.

President: "Um, you want to -- "

Ms. Williams: "Yes, the expectation is that the bidder will fill out the forms. We cannot say the MBEs will do it because most subcontractors, most contractors in a competitive bid are not going to reveal their bid prices. So, what they get from the subcontractor is a lump sum and we look for that lump sum or that percentage to be on the Form C to indicate an agreement.

RP 09821 – cont'd

President: "And when its not there, what happens to the bid?

Ms. Williams: "We do not know. The bid is rejected as non-compliance because we have no indication that the parties have agreed."

President: "What if there is a number on a different page, why is that not sufficient?"

Ms. Williams: "It is not sufficient in this instance. Number one, there are no numbers or percentages on the WBE page so that not an issue. On the MBE page we have a 21%. A contractor does not share his competitive bid with his subcontractor. How would the MBE know what 21% is number, is an amount of, twenty-one percent of what?"

Mr. Dowling: "Because he gave me a proposal."

Ms. Williams: "Then, the amount of the proposal should have been on the document, not the percentage."

Mr. Dowling: "Oh he did in fact write in here that he was getting 21%. He was aware of that -- "

RP 09821 – cont'd

Ms. Williams: "21%, of what?"

Mr. Dowling: "Of, the total. I mean, it is his form to fill in. I just fill in the page before --"

Ms. Williams: "No, it is your form. The responsibility for complying with the program and for completing the documents is the responsibility of the bidder."

Mayor: "Is that stated anywhere?"

Ms. Williams: "Throughout the document."

President: "Is there a motion?"

City Solicitor: "I move to reject the protest and proceed with the agency's recommendation."

Director of Public Works: "Second."

President: "All those in favor say AYE."

City Solicitor: "AYE."

President: "Thank you. Motion carries."

* * * * * *

ENVIRONMENTAL QUALITY RESOURCES, L.L.C.

Stormwater Management • Stream Restoration • Wetland Mitigation • Reforestation • Shoreline Stabilization

September 28, 2009

BID PROTEST

City of Baltimore
Department of Comptroller
100 N. Holliday Street,
Room 204
Baltimore, Maryland 21202

Attn: Harriet Taylor

Re: Contract # RP 09821
Swann Park Tree Planting
Baltimore County, Maryland

Bid Protest of Environmental Quality Resources, LLC
1405 Benson Ct., Suite C
Arbutus, Maryland 21227

Dear Ms. Taylor:

Environmental Quality Resources, LLC ("EQR"), was the apparent low bidder and the lowest responsible and responsive bidder on the referenced procurement. Department of Public Works (DPW) has informed EQR that EQR's bid is not being accepted and is thus rejected. DPWs position is that EQR failed to submit Part C (Statement of Intent) correctly.

We vigorously disagree with DPW's position. Based on the facts and circumstances set forth herein, EQR followed DPW's bid instructions and submitted its bid on time, and DPW had in its possession, prior to bid time, all of the required bid information necessary to evaluate EQR's bid. DPW should have accepted and considered EQR's bid, which was the lowest responsible and responsive bid, and award this contract to EQR.

We feel that it is unfair to reject our bid because of a document that is required to be filled out by our MBE subcontractors not EQR. The two subcontractors Total Lawn Care Inc. (MBE 04-004488) and

Empire Landscape LLC (WBE 09-005347) were solicited for quotes prior to the bid opening. They both sent EQR proposals for the tree planting and we submitted their proposal amount in Part B of the bid form. It clearly states our intent to use the above mentioned contractors and the amount and percentage each will be awarded. We sent the "Statement of Intent" to each of them to be filled out and signed. Both sent it back signed and we included it in our bid. Our submittal clearly states our intentions in Part B (B-5&B-6) which is the two pages prior to "Statement of Intent" page which clearly stated our breakdown of the MBE/WBE monies. Based on our submittal, both the percentages of MBE work and dollar value for the work is complete.

Additionally for a project of this size and scope it is difficult to meet the MBE/WBE requirements. EQR satisfied the requirements of due diligence in contacting MBE/WBE subcontractors and providing contract opportunities for the two firms. EQR maintains that a complete and satisfactory bid was submitted with all the required information therefore EQR is formally protesting this low bid rejection.

Very truly yours,

William B. Dowling
Environmental Quality Resources, LLC

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

3.	B50001210, 2010 Cars and Trucks	Apple Ford	$ 1,500,000.00
		Chas. S. Winner d/b/a Winner Ford	1,100,000.00
		Bob Bell Ford	1,000,000.00
		Fords National Auto-mart Inc./Motors Fleet	300,000.00
		Chapman Auto Group	1,000,000.00
		Bob Bell Chevrolet of Belair	1,200,000.00
		Criswell Automotive Fleet Sales	1,300,000.00
		Hertrich Fleet Sales	600,000.00
			$ 8,000,000.00

Ford Vehicles Only	Item Nos.
Apple Ford	1,2,7,9,12, & 13
Chas. S. Winner d/b/a Winner Ford	3,4,5,6, & 11
Bob Bell Ford	10 & 14
Fords National Automart Inc./ Motors Fleet	8

Chevrolet Vehicles	
Chapman Auto Group	4, 6, & 8
Bob Bell Chevrolet of Belair	3, 5, 7, & 14
Criswell Automotive Fleet Sales	9, 10, 11, 12, & 13

Jeep/Dodge Vehicles Only	
Hertrich Fleet Sales	1, 2, & 13

MWBOO GRANTED A WAIVER.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases

4.	B50001190 – Work Trucks in Two Configurations	Chapman Auto Group Apple Ford, Inc.	$ 176,122.64 86,940.00 $ 263,062.64

Chapman Auto Group Item No. 1
Apple Ford, Inc. Item No. 2

MWBOO GRANTED A WAIVER.

5.	B50001208, 2010 Chevrolet Impala Police Cars	Bob Bell Chevrolet of Belair, Inc.	$ 627,270.00

MWBOO GRANTED A WAIVER.

6.	B50001220, Provide Hydro Chloride & Nitrogen Gas	GTS – Welco	$ 28,000.00

MWBOO GRANTED A WAIVER.

7.	B50001223, Hydro-fluosilicic Acid for Water Filtration Plants, City of Baltimore	LCI, Ltd.	$1,911,000.00

MWBOO GRANTED A WAIVER.

8.	B50001050, Manage and Operate the Food and Beverage Service for the Baltimore Convention Center	Volume Services, Inc. d/b/a Centerplate	$11,550,000.00 (Revenue)

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Bureau of Purchases – cont'd

MBE:	Mil-Ray Food Co.	22.6%
	My Hospitality Xpert, Inc.	2.5%
	Davis and Davis, Inc.	1.8%
		26.9%
WBE:	Vegetarian, LLC	1.3%
	Priority One Staffing Services, Inc.	2.3%
		3.6%

MWBOO SET GOALS OF 25% MBE AND 3% WBE.

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

THE AWARD IS RECOMMENDED CONTINGENT ON THE VENDOR COMING INTO COMPLIANCE BEFORE A CONTRACT IS EXECUTED.

The subcontract percent for each of the MBEs and WBEs is indicated on Part B but not on Part C.

Per contracting agency, this is a requirements contract.

A LETTER OF PROTEST AND SUPPLEMENT WERE RECEIVED FROM MR. ROBERT FULTON DASHIELL REPRESENTING THE BCC CATERING JOINT VENTURE.

President: "The next item for protest is, that we've received a protest on are pages 57-58, item no. 8, Manage and Operate the Food and Beverage Service for the Baltimore Convention Center.

Bureau of Purchases B50001050 – cont'd

As we go into the deliberations, I just want to note again, I think, the Comptroller noted that I will be abstaining but I just want to say it again before we proceed."

City Solicitor: "Yes ma'am."

President: "All right. We need the individuals who wish to protest. Who plans to speak?"

Mr. Dashiell: "Madam President."

President: "Raise your hands. One second. (President count and states) Five and this is it."

Mr. Dashiell: "Yes ma'am President."

President: "Okay and we have asked that in your plan remarks that you will be three minutes each, alright."

Joe Mazza, Acting City Purchasing Agent: "Yes ma'am. Madam President and members of the Board, the Bureau of Purchases recommends the award of B50001050 which is management and operate the food and beverage services for the Baltimore Convention Center to Volume Services Incorporated doing

Bureau of Purchases B50001050 – cont'd

business as Centerplate. We received two proposals and one proposal was found to be non-responsive. I would like with the Board's permission to turn this over to Peggy Daidakis, the President of the, the Executive Director, excuse me of the Baltimore Convention Center, who will say a few words about the process and then I would like, if possible, after that to make to made a small statement before we hear from the protestor."

Peggy Daidakis: "Good morning President and members of the Board, I am Peggy Daidakis, Executive Director of the Baltimore Convention Center and I have had the privilege of being here since the day we opened. So, I've seen a lot of the activities and the growth of the Baltimore Convention Center. This is a very important contract for the Convention Center as it is probably representing the second highest revenue source to our organization. We began the process in -- officially in about February when had a consultant officially on board to help us develop a business plan and proceeded with working with the Bureau of Purchases and the Law

Bureau of Purchases B50001050 – cont'd

Department to come up with a plan that will be the best business plan for the City and our organization and be able to service almost 500,000 visitors to the Baltimore Convention Center. When we completed the RFP there was a pre-bid meeting that was held on August 11th about five companies, I believe representing the fruit and beverage contractors participated in that pre-bid meeting. We spent quite a bit of time literally going over page by page to make sure everybody understood what was expected and any questions that we could answer and clarifications that we could give. We also gave a tour of the building to allow all of the perspective bidders to see the property and the facilities that were important to the bid process. At the pre-bid meeting, the Bureau of Purchases did announce that if there were any documented questions that they would be answered and distributed to all of the people on the list that were interested in this contract and it is my understanding that that is not usually done but it was done because of the complexity of this we wanted

Bureau of Purchases B50001050 – cont'd

to make sure everybody had the information. I know that Aramark submitted most of the questions and there were approximately 18 of them and we answered them all. Anything that was changed to the document was written as an addendum so everybody got a chance to see any of the changes that we would take into consideration and made as an official part of the document. In addition when one of the questions that was asked was for an extension, which was granted and in fact we granted an additional two week extension so the bid was out on the streets for eight weeks instead of six. So, we felt that that gave everyone ample time to respond. Any questions --"

Mayor: "Did any of the bidders ask for the extension?

Ms. Daidakis: "One of the bidders asked for the extension and we granted it. So, and in fact --"

Mayor: "Which bidder?"

Ms. Daidakis: "It was I believe Centerplate had asked for the extension originally, if I am not mistaken."

MINUTES

Bureau of Purchases B50001050 – cont'd

City Solicitor: "If there were two, what would the extensions – just adds up?"

President: "Okay."

Ms. Daidakis: "All of the questions went to the Bureau of Purchases and they were officially the ones to respond to the questions. When the bids came in and were opened, the Bureau of Purchases and the Law Department received them. We did not get them right away. They were being reviewed for responsiveness. We got notice from the Bureau of Purchases that there was one responsive bidder and we proceeded to take that bid that was given to us and distributed it to a five person evaluation committee. The Evaluation Committee that the participants were all quite qualified and versed in the kind of business we are in they were Board members of the Visit Baltimore Board, as well as, myself, the CEO and President of Visit Baltimore and we also had a client involved as well as our partners with the State, the Maryland Stadium Authority because we wanted to make sure

Bureau of Purchases B50001050 – cont'd

that we had everyone's participation in the evaluation. The first task that we had was to score the bid for technical qualifications. The Bureau of Purchases prepared a very lengthy score sheet with a value of points for key issues in the RFP that we were looking and each of the members of the evaluation independently scored. To move to the presentation and interview stage, the bidder had to meet at least 400 points and I believe Joe, if Mr. Mazza but the average of all of the scores together were exceeded the 400 points. I believe it was about 424. Because they exceeded the technical minimum score, we invited them to the Convention Center to present their bid formally to the evaluation committee and help us clarify anything that we needed to have clarified, any additional questions that we might have had about their bid not any changes to the documents but anything that they submitted that perhaps we needed further clarification on. The Evaluation Committee, then we convened after the presentation and said that we all felt that they still

Bureau of Purchases B50001050 – cont'd

met the technical qualifications. As a result of that, after we all agreed that the technical scores stood then we proceeded with negotiations of the financial package. We received the best and final offer. It was the Law Department and the Bureau of Purchases led that proceeding. We also had other members of the Bureau of Purchases as well as the Evaluation Committee involved in the discussion but the Law Department and the Bureau of Purchases were the ones that took that lead. Just as a note, we do want to point out that we had set minimum commissions and minimum capital improvements investment and Centerplate exceeded both the minimum commissions and the minimum capital improvements. So, we felt that their bid was quite qualified and we are here today to support the award."

Mayor: "Did this contract -- this food contract because, I know it is for how may years?"

Ms. Daidakis: "Seven years with a three-year option to renew."

Mayor: "How different is this contract from the prior one?"

Bureau of Purchases B50001050 – cont'd

Ms. Daidakis: "The prior one was a five and five. Five years and then five year renewal the extension -- the expiration of that contract was July."

Mayor: "Right."

Ms. Daidakis: "And, we extended because the process that we were undertaking was a little more complex and extended the time that we needed to get a good business plan together."

City Solicitor: "How different are the terms of this contract as opposed to the current contract that I am thinking of the terms to which the unsuccessful bidder took exceptions. Are they -- did they take exceptions to terms that are in the current contractor or did they take exceptions to the terms that were changed from the current contract?"

Ms. Daidakis: "Some of the operating terms are exactly the same and I know that there were some exceptions to that. The terms of the financial are some what different. We have a hybrid situation now which is a commission and management fee base. We

Bureau of Purchases B50001050 – cont'd

changed that in the current document to be commission based."

President: "Mr. Mazza."

Mr. Mazza: Thank you. The protester is BCC Catering Joint Venture. I will refer to them here as Aramark because Aramark is the principal partner of that venture or at least appears to be. They claim that their response was responsive or was at least as responsive as Centerplate was. They further claim that the proposal on its merits was superior to Centerplate's and finally they request is that the City enter into competitive negotiations with them. They also in a protest letter challenged some technical procedural points and we would be glad to address those as they arise. However, I suggest that the main issue before the Board today is not the relative merits of the two proposals but whether Aramark was responsive. We are prepared to show that Aramark's proposal was not responsive because it was conditional. The exception list that they submitted with their proposal said that the RFP as issued and I quote 'presented an

Bureau of Purchases B50001050 – cont'd

unacceptable risk to them'. They asked for exceptions which materially modified the terms of and conditions of the RFP. They also insisted that their exceptions be accepted in full, and in fact, they made their bid bond conditional on their exceptions being accepted and then they generously expressed a willingness to negotiate. Now, Aramark wants to turn this whole process on its head. The City issues the RFP and invites negotiations, Aramark essentially tried to issue their own RFP and invite the City to negotiate. But, it's the City not the bidder that sets the departure points for negotiations which must, must be the same for all bidders. That's why exceptions must be approved by the City prior to their inclusion in the proposal so that if they are approved any material changes to the RFP could be disseminated to other potential bidders by addendum. We are prepared to show that Aramark admitted that they made material changes to the RFP, that they asked the City for permission to include those exceptions in the RFP, and that

Bureau of Purchases B50001050 – cont'd

the City denied the request. Further, their request was submitted even though the solicitation had been on the streets for eight weeks. Their submission was submitted only two days I believed before the bid opening and the requirement in the RFP is no later than five days before the bid opening. So, they were late submitting them. We are also prepared to show that the bidders were specifically advised by the RFP not to submit a proposal that relied on negotiations or a risk having their proposal rejected. Centerplate on the other hand included nothing in their proposal that was a material deviation. Their financial proposal was per the RFP open to negotiations and the City did in fact negotiate the financials to receive what it wanted under the RFP. I just – one minor point, as a known responsive bidder Aramark have no standing before the Board to challenge Centerplate's responsiveness. We are prepared to show that this a concept that is well established in procurement law. Therefore, I recommend that the Board make a determination of

Bureau of Purchases B50001050 – cont'd

Aramark responsiveness first and only move onto Centerplate's proposal if Aramark is being responsive. I also urge the Board to not to allow a discussion of the relative matters of the proposals because that is not the issue here. The only issue here is whether Aramark was responsive. If found responsive, we can go back to the Evaluation Committee and do the evaluation there. Thank you."

President: "Any questions for Mr. Mazza or Ms. Daidakis?"

City Solicitor: "I have a question for either of the two of you. What's the status of the current contract and what's the transition time table and expectation to transition from this contract to a new contract?"

Ms. Daidakis: "The status currently is the extension with Aramark goes until December 21st. It is critical that we start a transition period because our first event is January 6. Our client who is the first event could attest that it is important that we move forward with the transition as soon as possible."

Bureau of Purchases B50001050 – cont'd

City Solicitor: "Thank you."

President: "Any other questions, Mr. Dashiell?"

Mr. Robert Fulton Dashiell: "Good morning Madam President, Mayor Dixon, Comptroller Pratt, and other Board members. I along with Lisa Harris-Jones who presently is not present represent BCC --?"

President: "She is present."

Mr. Dashiell: She is. Oh, I am sorry – represent BCC Cateering Joint Venture, the bidder whose proposal was most responsive to the terms of the RFP. Allow me, if I may, to introduce those persons who join me here at the podium. Moving from left to right, first is Paul Tazar from Aramark, I am sorry he is out of place. First to Senator is Barbara Hoffman who is a consultant to the group, second is Paul Tazar from Aramark, third James Britton from Class Act Catering, fourth is Eddie Dopkins from Classic Catering and last but not least Martin Resnick who is the Dean, who I refer to him anyway as the Dean of Catering in

Bureau of Purchases B50001050 – cont'd

the Baltimore Metropolitan area. The four companies that is Aramark, Class Act Catering, Classic Catering, and Martin's are the partners in the company, BCC Catering Services which submitted the proposal for this contract. Madam President, you are graciously allocated and my remarks I presented to you in writing I going through it because my secretary does not work at 2:30 in the morning and as I read this I notice certain areas in my typographical skills so I wish to correct them orally. You may choose to make note as I move through it. Madam President you are graciously allocated through me for each of us to speak to you in support of the protest filed on behalf of BCC. I doubt that we would utilize it full allocation but in abundance of caution I want to outline each of the four distinctive issues that the partners will address and I note distinctive because I have repeatedly and I think advisably asked each of the partners to make sure that they speak only to the vague narrow aspects that we've talked about and that they do not repeat themselves and

Bureau of Purchases B50001050 – cont'd

they are mindful of the time constraints that have been given us. Let me begin by confessing that even though I am here as attorney this case does not really present a legal issue. BCC's proposal as Mr. Mazza indicates was rejected because of a factual determination was made that it was non-responsive to the City's solicitation. Even though the term non-responsive is a term of art in procurement law, there is no dispute as to what non-responsive means. The question is did the proposals offer the City what the City asked for? That is plain and simple and anybody who can read and write can answer that question. You do not need a law degree, you do not need to be a CPA, you do not need with all do respect to CPAs, you do not need any of those things. If you can read and write, you can answer that question. So, I ask you as you consider our position our argument not to allow rely on any so called legal opinions because I am not offering you one. I am here simply as the City Solicitor's Office is going to do here shortly I suspect present to you the

Bureau of Purchases B50001050 – cont'd

facts as they appear in the proposals to support the conclusion that we argue for. Before addressing BCC's proposal, I would like to first discuss the recommendation that's before you for approval and that is the recommendation to award the contract to Centerplate. Impliedly in that recommendation is the assertion that Centerplate's proposal was responsive to what the City asked for. The City asked for A Centerplate offered A. Mr. Mazza says that is true in every material respect. I submit to you that if you can read and write, you know that that's just ain't so. Let me tell you why. You asked for a commission paid to the City based on a percentage of gross receipts and you define the term of gross receipts. Centerplate didn't offer you a commission based upon gross receipts. They offered you a commission based on net profits. Okay. You asked that the bidder include local participants as partners in this joint venture because you recognize the importance of local participation."

President: "Mr. Dashiell are into Mr. Tazar three minutes?"

Bureau of Purchases B50001050 – cont'd

Mr. Dashiell: "Yes."

President: "Because, I will start the clock for him. Mr. Tazar."

Mr. Dashiell: "Yes, yes."

President: "Tazar, these are your three."

Mr. Dashiell: "Take it where it be needed. I am using anybody's."

Mr. Dashiell: "Okay, you asked, the City asked for local equity partners. We offered three. Centerplate offered none. You asked that the management fee is factured the Convention Association that they changed from the current system where there is a hybrid of commission and high fixed. You asked for a management fee in this contract that is based solely on commission. Centerplate said we are going to retain $200,000.00 a year minimum no matter what or we get a percentage whichever is greater. That's different. You said that the capital investment of 1.2, $1,250,000.00 would be paid to the City at the time the

Bureau of Purchases B50001050 – cont'd

contractor sign. Centerplate did offer more than $1,250,000.00 but they told you that they might pay it in over two years, not when the contract was signed. You asked for full compliance with the MBE and WBE laws of the City. We did, Centerplate did not and in fact MBOC recommended -- found them in non-compliance. Now, maybe I am wrong – may these aren't material things to you. Maybe these aren't serious enough issues but if they aren't than the whole RFP is meaningless. If these issues aren't material because you said they were, you said they were critical, you said they were important. Now, all of a sudden they are immaterial. The whole RFP is flawed if that is correct. Let me give you one other reason. One other reason for rejecting the recommendation from the Bureau of Purchases and that's what you are here to decide whether the recommendation ought to be approved and that have to do with the necessity of preserving the integrity, the integrity of the bidding process itself. All we have ever asked for – all BCC is asking for here is a level

Bureau of Purchases B50001050 – cont'd

playing field. We do not contend – we do not contend that our proposal met every question - - every request the City asked for on all fours. Nobodies' did. In fact, I will tell you something Mr. Mazza did not mention to you, If you do not have in your file right now a resolution affirming the approval of the Board of Directors of Centerplate to the agreement that they negotiated then you can not make a today even if you put it on this table because the third item at the end of the three page sheet of financial modification proposals, the third item, the five bullets, five qualifications stated. The third item says that if any contract that is agreed to has to be approved by their Board of Directors. Now, I do not know whether you have that resolution in your file. I do not know whether this contract have ever been presented but I am telling you that if you as the City sign a contract right this minute and put it up here nobody from Centerplate can sign it and be bound by it if the Board of Directors has not done it. Let me get back to the

Bureau of Purchases B50001050 – cont'd

other reason. BCC, yes, yes we submitted several proposed changes to the modifications to the RFP. Yes, we took the bid document and we incorporated the modification that we proposed in the bid document. We did not hide them. We did not change the words to say something different. They were all highlighted. They were set out. They were consistent with our exceptions and we said over and over again in very first paragraph we are willing to negotiate. Now, of course, you can find a line here or a word there that says where it is subject to exceptions. Well, unfortunately sometimes lawyers get a little to zealous and how we do our jobs but the fact of the matter is it is absolutely clear to anybody who wants to give a fair reading to this document that BCC was absolutely willing to negotiate. Having said that, I want to turn the mic over first to Paul Tazar from Aramark who will speak to his issue. Next, we will have Jimmy Britton from Class Act –-"

President: "Mr. Tazar have just gave you his three minutes.

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Mr. Dashiell: "I thought you were taking them from all of them. A little bit from all of them."

President: "No, that is not how my clock works."

Mr. Dashiell: "Okay."

Mr. Tazar: "Madam Chair, I will not use three minutes. If may share a minute or so. Mr. Britton, I would appreciate it to make a direct point."

Mr. Dashiell: "Okay, I'm sorry. My partner was saying something.

Okay, Alright. If we run out of aggregate time, we will just knock off the last person. No harm intended. No harm intended Senator."

City Solicitor: "You better knock off time from somebody whose is not paying your bill."

Mr. Dashiell: "Bingo."

Mr. Paul Tazar, Aramark: "Thank you. I want to a direct and simple point that we understood as we submit our proposal what the City is looking for financially. That was zero risk with the

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food and beverage contract and that is what we complied with those terms. We provided a commission structure which means that we pay for percentage of revenue received that we generate from the food and beverage to the City. The City has no risk whatsoever. Conversely, Centerplate submitted a management fee proposal in response to the RFP document which said that the City is responsible for 100% of the losses. If there are any losses generated as result of the food and beverage operation and there will be. The food and beverage revenue does not generate profits each and every month because of the ups in tides of the business levels. There will be losses. The City is liable for those losses. Conversely our proposal we're responsible for those losses. Something else here is a little different is that when there are profits with the proposals that Centerplate submitted Centerplate asked to receive 50 percent those profits. So, we want to keep 50 percent of the profits as submitted in their response to the RFP but asked the City to be liable and pay 100

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percent of any losses that are incurred. Clearly, with Aramark financial proposal, our proposal is in the best interest of the City and at every single revenue level we did an analysis it is a much greater return and profitability to the City with a zero risk. For that reason, we just ask for the same opportunity and to bid negotiation and sit down and talk with the committee."

James Britton: "Class Act."

Erin Sher, Law Department: "Excuse me, one moment. Could I just ask that the remainder speakers attempt to address the responsiveness of the proposal rather than the relative merits of the two proposals. I am sorry that -- "

Mr. Mazza: "I agree with Ms. Sher."

Mr. Dashiell: "I am sure you do but I did not interrupt you. I let you present your presentation. If the Board thinks we are out of line I sure somebody will say that, Mr. Britton."

Mr. James Britton: "Good morning."

President: "Good morning."

MINUTES

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Mr. Britton: "Jim Britton of Class Act Catering a certified MBE."

President: "Could I just stop – you're getting that first part as a minute and a half and then you start your --"

Mr. Britton: "The first part is a minute and half."

President: "Yeah. We have a lot of work in time and that changes -- so I am just letting you --"

Mr. Britton: "It will not be that long. It will not be that long."

President: "All right."

Mr. Britton: "Over ten year ago as a certified MBE, I joined the Aramark organization. Over that ten year period, throughout that period, one of my goals was not to be considered as an MBE. It was to be considered as a equity partner and over the twenty years that I have been in business I've worked with Aramark not only on the Convention Center Project but other joint venture projects where I have not be considered as an MBE. Part

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of my reason for putting my bid together with this group BCC was to increase my equity partnership. I think, that it is very important for the City to know that a group like Aramark has not only shown itself proven track record to work with local MBE groups but has given us opportunity to become equity partners. I am with BCC group here today as a representative and I intend to stay with BCC group as a representative along with my partners Eddie Dopkins, Marty Resnick and we have no intentions of joining any other group and so it's clear and on the record that Class Act Catering along with Marty Resnick and Classic Catering people is here for the duration."

Mr. Dashiell: "Thank you. Eddie. You might only have a minute."

President: "No, no, no., well Jimmy -- give me one second because that was perfect. Go ahead."

Eddie Dopkins: "I am going for ten minutes in some of Baltimore City residents and I paid taxes to the City unlike everybody standing up here."

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City Solicitor: "Oh, Oh."

President: "Are you saying you are not paying taxes."

Eddie Dopkins: "Good morning Madam Chairwoman and City leaders. I am here today as part owner of a family business. I am a Baltimore City resident. Our business, Classic Catering People, has been in business for forty years. We are certified WBE in Baltimore City but as Mr. Britton I am not here representing a WBE company. We are here as a joint venture partnership. The MBE and WBE requirements have been met by the rest of the proposal. Therefore, we probably have more than doubled the Mayor's goals in MBE and WBE participation. So, they have met those goals in both ownership which was not required and they met those goals in the standard requirements. So, I am very proud that this group was able to so far exceed the goals and Ms. Williams and her team tried to have to beg people to do. I own and operate six food service facilities in Baltimore City. We are deeply mobile in the community of Baltimore. In the RFP

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it has asked for is a critical component for creative ideas to increase revenues at the center and to increase local participation. I was approached by this team as far as being interested in full filling both of those goals. Our family business proposes to bring businesses to the Center unlike any of the other participants. As a local business, the Ballroom at the Center is dark two times many nights as its being used. It's being used a hundred nights or less a year. Our proposal was to bring non-profits and galas to the Center that do not currently go there. The Center has two to three galas a year from the local community. Our business is catered these galas for many years and as an off premise caterer, we have outgrown. The groups have outgrown the spaces so we no longer can serve people that would like us to do their functions. By being a partner in the Center, we will be able to bring this business to the center. In the 2011 budget, the Center is proposing $7,200,000.00 in sales which is not a very proud number. It's a

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low number. We proposed by 2011 that we could bring at least an additional $1,000,000.00 in revenue to the center. In 2012, they are proposing $7,200,000.00. We are proposing bringing $1,500,000.00 additional dollars in revenue. This is important to the project both for the economic needs of the City, for the growth of our business, and it is very fulfilling to know that we can be part of a project that seven years long. We are here for the best economic needs of the City."

Mr. Dashiell: "Thank you, Marty Resnick."

Marty Resnick: "Good morning, Marty Resnick, Chairman of the Board of Martin's Caterers. Quite frankly, I don't know where to begin. I have been in partner with Aramark for twenty five years. I have been in my own business for forty-five years. During that period of time, we have bid on many projects and have never came before this Board and asked for a reconsideration of special favors with partizan considerations. With this particular project, I think it would be unfair, unjust, and it is upsetting because I

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can not believe that we have not been able to get any type of conversation at all or anybody from the commission. I've called on many occasion to be able to justify what we are getting in our proposal and never once have I gotten a call back. I am sorry. Once I got a call back, but never had the opportunity to speak about what we had proposed in our proposal. Never at anytime, I never asked for any special favors and I am not asking this Board for any special favors. I am asking just to be treated fairly. Let me say again, they are negotiating only with one company, Centerplate. I immediately called to find out why we were unable to have the same privilege or just be able to present our proposal and present it in a fair way. I would be able to show you that our projection showed in compared to Centerplate. Again, we were totally ignored. No time were we able to present or present to the Board or with the commission anything that we had here in our proposal. I tried to ask as to why we would not be considered, why were being thrown out, why

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we are not being considered? And I was told, I am sorry -– I never told by anybody in the commission. I was only told by people other friends of mine who talked to people in the commission and got back and told me that our proposal said, 'take it or leave it'."

City Solicitor: "That's not a fact."

Mr. Resnick: "I like to show where."

City Solicitor: "Could you just keep it up, please?"

Mr. Resnick: "In the preamble of our proposal, the preamble where it says the exception is. Read down further it says although terms of the RFP in our proposal ultimately will be incorporated into a final agreement we recognized that this is a negotiated process allowing the parties the opportunity to seek clarification and mitigation of issues. We welcome the opportunity to discuss and eliminate the negative exceptions where any issues either parties may have with the other's position as well as to address your needs for additional information for clarifications of our proposal. We look forward

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to working with you in determining final contractual language that will be based upon proposal and accepted by both parties. Now, if this says take or leave it. I could not imagine this is the beginning of our proposal. Yes, there were changes. What we are saying is this both proposals and you can perfectly agree on this difficult and different modifications. On this, if you guys are careful our has better -– is better for the City both financial and structurally. All we asked at time point is not to necessarily award us the bid. What we are saying to you is that we want be able to have little equal footing. We need to be able to have a position where we are equal to the other bidders and be able to one negotiate with the commission or throw the bids out and start all over again."

Mr. Dashiell: "Senator it looks like we have a second or two for you."

Barbara Hoffman: "Okay, well I am not going to take very long

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an distinguished panel, thank you for the opportunity. I am going to talk about something entirely different."

City Solicitor: "We need you name for the record. We know who you are?"

Barbara Hoffman: "I am Barbara Hoffman, thanks for the record. I want to talk about something a little bid different. In conversations prior to the RFP and in the RFP itself there was an issues critical issue of local participation and I think the local partners have addressed their participation as partners as equity partners. Among them they have more than one hundred years of experience in the Baltimore area in providing services to the citizens. But, there is another piece of local participation and that is not to deal with business aspect of what they do but charitable and community aspects and there was a great deal made about the necessity about having community tides and having active community participation. Aramark for example has a signature program nationally that Baltimore is now

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in its community services, activity, with EDBI and I know that Madam Comptroller and Madam President, Council President were there at the kick-off of the EDBI event with Aramark with hundreds of Aramark volunteers painting, cleaning up, and that was just a piece of it because what they are doing is offering mentoring in food service and education. In addition both, two of the partners are involved in the national foundation school which is the school to train culinary students as well as the culinary institute. In addition, everyone of them has been charitable locally Eddie Dopkins particularly in the non-profit sector, Class Act during really more in his community to try to bring up people and do mentoring. The true mentoring that these partners get from Aramark is reflected in the true mentoring that they are giving to people in the community. Mostly people who would want to enter into the hospitality field, the culinary field, and certainly in the case of all of them charitable contributions and activities that make them true community

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citizens. I did not see that in any other bid and I think that if it's critical, it is critical if its not, then it should have not been mentioned as such, thank you."

President: "Thank you, any questions?"

City Solicitor: "I have two questions for Mr. Dashiell or whomever he wants to refer them to. They are a mixture of legal and factual."

Mr. Dashiell: "What's that?"

City Solicitor: "Do you -– I think that I understand you to agree that many of the exceptions to the terms were and are important and significant and indeed critical to your client and were stated to be such in their submission their response to the bid. First, do you agree with that and secondly, could you explain to us why those exceptions were not formally taken in a timely manner earlier in the bid process?"

Mr. Dashiell: "I would be happy to address that. Number one, the document that is marked exceptions is really nothing more

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than a list of want-to-be. Those are proposals for modifications to the terms as set forth in the RFP to the sole extent as the three page financial proposal that Centerplate submitted none of which reflected the terms of RFP. All of which constituted the material deviation from what the RFP asked for. We said these are things we would like to see and we also said that we understand this is a negotiating process and that in fact these issues would eliminated or addressed as satisfactorily when we move forward to a final agreement. Secondly, we asked why they were not submitted in advance of the submission of the RFP. One, I thought that Mr. Mazza complained that they were submitted and rejected. But the fact is, we have one opportunity and one opportunity alone as a bidder to submit something in a formal way for consideration and that is as part of the bid document itself. That's why they were included in the bid document whether they have been previously rejected or not there is always the opportunity the possibility even that the owner could

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decide to take a new look, that the owner could look at it again and say, hey some of these changes really do make sense, some of these changes really are in our interest, and if you have the opportunity to do that. You can say yes or no. We offered to participate in that process and in fact you did pursue that process ultimately with Centerplate."

City Solicitor: "Thank you."

President: "Madam Comptroller."

Comptroller: "Mr. Tarza said that the City is liable for losses. Is there a cap?"

President: "That's not --."

Comptroller: "That is not true.

President: "Not now. No."

Mr. Dashiell: "Not now. The composed ––"

President: "Currently, they are in the current agreement."

Mr. Mazza: "One of the reasons that we did not want to – that we are rejecting to comparing the two is that Aramark is

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comparing their proposal with Centerplate proposal not what we finally negotiated with Centerplate which is quite different from their proposal and there is no -– the liability does not exist in negotiated agreement."

Mayor: "The negotiated agreement happened after the technical?"

City Solicitor: "And, after Aramark was held non-responsive and you were then negotiating with Centerplate on it."

Mayor: "What about the issue of the Board signing off on what was agreed upon?"

Ms. Daidakis: "Page B10 of the solicitation is actually the secretary's certificate which in fact Centerplate did fill out and submitted with the proposal. Aramark in fact did not fill out page B10. Their response was there not a corporation. So, they do not have any resolution from their Board of Directors and Centerplate actually did submit that page."

Mr. Dashiell: "Madam Mayor, let me give you all of the facts. The secretary certificate only said that the Board of Directors

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is authorized the submission of the proposal. In the qualifications which were included in the proposal the third item says that in the agreement has to be -– is subject to the further approval of the Board of Directors which you do not have."

Ms. Sher: "And, let me response to that. The articles of incorporation many corporations required the Board to approve a contract when signing. This is not the contract we are discussing. This is the proposal. The proposal was approved by the Board of Directors and the proposal was not approved by any Board of Director on behalf of Aramark. They sent in a blank page B10."

Mr. Dashiell: "Because it is not a corporation. Not at all a corporation."

Mr. Mazza: "I would also like to point out that the Board is not approving a contract at this point. The Board only authorizing the Bureau of Purchases to enter into a contract and this is a normal part of the contracting process."

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President: "Are there any more questions?"

Mayor: "The only other question that I have is with the local partnership."

Ms. Daidakis: "There was emphasis on interest in having local participation. I know that when we went to the interview stage it was elaborated more fully and I can ask the Centerplate respresentatives if that is appropriate at this time to address that more specifically but there was interest in seeking out additional partnerships or joint-ventureships or some kind of relationship that would be available to them once the award was made."

City Solicitor: "Wouldn't be the reasonable to anticipate that that could be accomplished between now and any transitional milestone dates."

Ms. Daidakis: "It is my understanding that, if awarded today, there would begin immediately to seek out the opportunities that are available and can not speak to the specific timelines but I can say that they would immediately begin that."

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President: "Are there any other questions?"

Mr. Dashiell: "Yes."

President: "Did you need to response to that?"

Mr. Dashiell: "Yes, yes Madam President because I got to tell you I am absolutely and thoroughly confused by what Mr. Mazza just said to this Board. He just told you that you were not here for the purpose of approving an award of a contract. He told you previously that they negotiated an agreement and because they negotiated that agreement they brought to this Board – they came to this Board for authorization to sign the agreement. The Convention Center thinks that the agreement had all ready been negotiated. If in fact – why would they be here today asking for the approval to continue negotiations? That does not make any sense at all. I mean, talking about turning something on its head and trying to justify something after the fact. What he said was – what someone said was that the Centerplate proposals that were not responsive at the time the bid was submitted have now

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been made responsive as a result of a process of negotiations. Well, we could do that too and in fact that is our complaint. We were never given the opportunity to do exactly what they have offered Centerplate the opportunity to do and that's wrong. Thank you.

President: "Are there any other questions?"

Ms. Sher: "May I response?"

President: "Um, Um."

Ms. Sher: "I actually made a legal determination that Aramark proposal was non-responsive. Mr. Dashiell says that this is easy, look at the facts, look at the plain language, and that is exactly what I looked at when I made the legal determination. The plain language of the proposal says, and let me read from it 'that the offer into agreement all of which shall be subject to the terms and conditions of the undersigned proposal and exceptions' and this is stated throughout the bid documents. It was actually typed in and altered our forms. It stated

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throughout the exceptions list and Mr. Resnick did read the opening paragraph. However, he did not read any of the following language which said that the proposal must be accepted or rejected in its entirety and may only be accepted subject to all exceptions noted herein. The language is very plain and the case law is very plain that these are conditions this is a non-responsive bid their material and can not be waived. Therefore, the case law says that the proposal is not evaluated. The proposal is rejected at that time and while they may have wished they could have reached the evaluation stage they did not submit a responsive proposal and therefore the City can not evaluate it because it is a separate proposal. It is not in response to our RFP it's a response to their modified terms. Therefore, there is no level plain field here. We have Centerplate proposal which was responsive to the solicitation as I determined and we have Aramark proposal which was on its own terms which materially modified many, many important terms that the City has always

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assisted upon. We are talking insurance clauses they actually changed the notice page as required by State Law. They modified our termination rights and Mr. Dashiell talks about risk and control. Everyone of these terms that I have looked at, everyone of these exceptions went to the vague heart of the risk and control that the City wanted to bear. This is not actually what the City asked for. Therefore, we only have one responsive proposal and all the other issues brought up by Mr. Dashiell and his companions are actually to the merits. These are issues that if they had not made the exception list which they would not warned to, in a letter from Mr. Mazza. They said we have your exception list we are rejecting it as untimely. You are warned, do not include this as conditional in your response. They submitted the exact exception list word-for-word including all of the conditional language. Concessionaires proposals must be accepted or rejected in its entirety and that's what I recommended to the Bureau of Purchases that we do. We rejected its entirety because it is non-responsive."

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President: "Are there any other questions?"

City Solicitor: "Can I entertain a motion?"

President: "Yes."

City Solicitor: "I would make a motion to reject the bid protest and accept the recommendation of Purchasing, to authorize the agency to proceed to execute a contract as negotiated, and to deal with the local partner and local participants issues as promptly as possible."

Director of Public Works: "Second."

President: All those in favor say AYE. Please note that I **ABSTAINED.** Motion carries.

* * * * * *

ROBERT FULTON DASHIELL, ESQUIRE, P.A.

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October 28, 2009

Bernice H. Taylor, Deputy Comptroller
Clerk, Board of Estimates of Baltimore City
100 Holliday, Suite 204
Baltimore, Maryland 21202

Re: Baltimore Convention Center / RFP to Manage & Operate
The Food & Beverage Service for the Baltimore Convention
Center, Solicitation #B50001050 (the "Contract")

Dear Deputy Comptroller Taylor:

I mistakenly sent you the wrong exhibit. Please replace the enclosed exhibit with the one that I had delivered to you today.

Thank you for your cooperation.

Very truly yours,

Robert Fulton Dashiell /ktt

Robert Fulton Dashiell, Esquire

RFD/ ktt

Enclosure

EXHIBIT

	ARAMARK Proposal	Centerplate Proposal	Analysis
Term	7 years with 3 year extension (Dec 2009 – Dec 2016 or Dec 2019) at the sole discretion of the City.	7 years with 3 year extension at sole discretion of the City (same as ARAMARK)	Consistent in both bids.
Investment	$1,250,000 Grant for Concessions renovations predominantly to the permanent stands. Amortized over 7 years (term of the contract) and buyback protected.	Up to $2,500,000 (allowable cost of profit split) • $2,250,000 foodservice equipment, leasehold improvements, smallwares (7Yr amort.) • $250,000 startup and/or pre-opening expenses (estimated) (3 year amort) • If total investment is less than $2,500,000 after 2 years, remainder will be cash Grant.	ARAMARK has $0 in startup costs vs. $250,000 for Centerplate. There is no additional benefit to the City from Centerplate including startup costs in their investment. Also, if the contract is terminated in the first 3 years, the City would owe Centerplate the Net Book Value. Since Centerplate's proposal is a 50/50 profit split, the City actually is responsible for 50% of the depreciation ($1,250,000) vs. 0% of ARAMARK's depreciation.
Commissions	Food and Non alcohol 29.0% Alcohol 33.0% Branded 10.0% Franchise Fees get deducted from overall commissions. Additional Commissions Catering Sales $4,500k -$5,500k (incremental) 2.5% $5,500k – and up (incremental) 4.0% Tiers CPI adjusted annually.	No Commissions to the City.	Centerplate's proposal is for them to receive a fee of the greater of $200,000 or 2% of Gross Receipts with profits being split 50/50. ARAMARK's proposal ensures a monthly payment to the City regardless of profitability of the operation. Therefore, ARAMARK takes all the risk on a monthly basis. Even though Centerplate offers a guarantee to the City at certain revenue levels, this guarantee would be finalized at the end of the year with significantly lower cash flow to the City on a month by month basis. Additionally, ARAMARK is offering the City almost all of the upside on Catering Sales with the additional commissions proposed.
Incentive Fee	Same as defined in the RFP. For incremental Gross Sales over the greater of $7,500,000 or the year prior to the current year as follows (incremental): Annual Increase – % Increase Fee $ 0 - $250k – 8.0% $250k - $500k – 12.0% $500k - $1,000k – 16.0% Over $1million – 20.0%	Not based on RFP It is performance based on Customer Satisfaction Survey results: If satisfaction is above – Payable to Centerplate 95% and above – $100,000 90% - 95% – $ 75,000 85% - 90% – $ 50,000	Based on Base Revenues in the first year of the deal equaling $7,500,000, ARAMARK would receive an average annual incentive of $22,129 over the 7 year term or a total of $154.9k. If Centerplate received only the lowest rewarded customer satisfaction "tier" in each of the 7 years, they would receive $350,000 (7 x $50k) over the term of the contract.
Reserves	Marketing Reserve: 1.5% R&M Reserve: 1.0% Equip. Replacement: 2.0%	Consistent with RFP and ARAMARK proposal Marketing Reserve: 1.5% R&M Reserve: 1.0% Equip. Replacement: 2.0%	Consistent in both bids.
Guarantee	Annual guarantee of $1,500,000 based upon minimum $6,000,000 revenue level.	$11.55 million over term of agreement Annual Guarantees (CPI Adj) – Ann. Min Profit $0 - $7,500,000 – $1,650,000 $7,500,001 - $8,750,000 – $1,850,000 $8,750,001 - $10,000,000 – $2,200,000 $10,000,001 - $11,250,000 – $2,500,000 $11,250,001 – and greater – $2,900,000 Prior Year excess can apply to the following year.	ARAMARK's calculated commissions at each of the revenue levels greater than $6,000,000 offers a greater return to the City than Centerplate's guarantees.
Management Fee	None	Greater of $200k (CPI adjusted) or 2.0% of Gross Receipts.	As noted, Centerplate is receiving their Fee before the profit split to the City, while ARAMARK is paying a monthly commission regardless of profitability of the operation. Centerplates Fee is the "greater of" with no limit to their Fee. ARAMARK, meanwhile, has offered more to the City at higher revenues with the "Additional Commission" structure over and above regular commissions.
Profit Split	None	50% of profits to Client 50% of profits to ARAMARK	
City Return at different Revenue levels	Level – Year 1 – 7 Year Total $6,000,000 – $1,655k – $12,875k % of Sales – 27.6% – 27.6% $6,500,000 – $1,800k – $14,013k % of Sales – 27.7% – 27.7% $7,500,000 – $2,094k – $16,323k % of Sales – 27.9% – 28.0% $8,750,000 – $2,519k – $19,631k % of Sales – 28.8% – 28.8% $10,000,000 – $2,900k – $22,593k % of Sales – 29.0% – 29.0%	Level – Year 1 – 7 Year Total $6,000,000 – $1,650k – $11,550k % of Sales – 27.5% – 24.7% $6,500,000 – $1,650k – $11,550k % of Sales – 25.4% – 22.8% $7,500,000 – $1,850k – $12,950k % of Sales – 24.7% – 22.2% $8,750,000 – $2,200k – $15,400k % of Sales – 25.1% – 22.6% $10,000,000 – $2,500k – $17,500k % of Sales – 25.0% – 22.5%	Level – Year 1 – 7 Year Total $6,000,000 – $ 5k – $ 1,325k % of Sales – 0.1% – 2.9% $6,500,000 – $ 150k – $ 2,463k % of Sales – 2.3% – 4.9% $7,500,000 – $ 244k – $ 3,373k % of Sales – 3.2% – 5.8% $8,750,000 – $ 319k – $ 4,231k % of Sales – 3.7% – 6.2% $10,000,000 – $ 400k – $ 5,093k % of Sales – 4.0% – 6.5%

Projected Cash Flow Returns to the City of Baltimore

Discount Rate	NPV 8%	Year 0	1	2	3	4	5	6	7
$8 Mil									
ARA	$9,931.60	$ 1,250	$ 1,655	$ 1,713	$ 1,773	$ 1,835	$ 1,899	$ 1,966	$ 2,035
Centerplate	$10,037.51	$ 2,250	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650
$6.5 Mil									
ARA	$10,706.20	$ 1,250	$ 1,800	$ 1,863	$ 1,929	$ 1,997	$ 2,068	$ 2,141	$ 2,216
Centerplate	$10,037.51	$ 2,250	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650
$7.5 Mil									
ARA	$12,278.35	$ 1,250	$ 2,094	$ 2,169	$ 2,246	$ 2,326	$ 2,409	$ 2,495	$ 2,584
Centerplate	$11,001.65	$ 2,250	$ 1,850	$ 1,850	$ 1,850	$ 1,850	$ 1,850	$ 1,850	$ 1,850
$8.75 Mil									
ARA	$14,533.16	$ 1,250	$ 2,519	$ 2,609	$ 2,702	$ 2,798	$ 2,897	$ 3,000	$ 3,107
Centerplate	$12,688.90	$ 2,250	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200
$10 Mil									
ARA	$16,550.91	$ 1,250	$ 2,900	$ 3,003	$ 3,109	$ 3,220	$ 3,334	$ 3,452	$ 3,575
Centerplate	$14,135.12	$ 2,250	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500

This includes $0 Qualitative Incentive payout to Centerplate.
Sales start at noted level and are grown at 3.6% annually.
As Base Sales level increases, Sales mix shifts towards catering.
$80,000 is added to Fixed Labor at $8.75 Mil level
$120,000 is added to Fixed Labor at $10 Mil Level.

ROBERT FULTON DASHIELL, ESQUIRE, P.A.

1498 Reisterstown Road, Ste. 334 | Pikesville, Maryland 21208-3842
410-547-8820 (office) | 443-637-3718 (fax)

robertdashiell@dashiell-lawoffice.com

October 27, 2009

Bernice H. Taylor, Deputy Comptroller
Clerk, Board of Estimates of Baltimore City
100 Holliday, Suite 204
Baltimore, Maryland 21202

Re: Baltimore Convention Center / RFP to Manage & Operate The Food & Beverage Service for the Baltimore Convention Center, Solicitation #B50001050 (the "Contract")

Dear Deputy Comptroller Taylor:

Please be advised that the firm of Harris-Jones and Malone and I represent BCC Catering Joint Venture ("BCC"), a partnership of ARAMARK Sports and Entertainment Services, LLC; Martin's Stadium, Inc.; Class Act Catering, Inc.; and The Classic Catering People, Inc. This letter is to protest award of the Contract to any bidder other than BCC, which we believe submitted the proposal most responsive to the terms of the City's Request for Proposals ("RFP") and which, in form and substance, is in the best interests of the City. Due to the nature of the solicitation and the manner of selection for award, I request that you promptly transmit a copy of this protest to each member of the Board of Estimates (the" Board"). For your convenience, ten copies of this letter, including exhibits, are provided. The Bureau of Purchases has advised of its intent to place this matter on the agenda for the Board meeting on November 4, 2009.

By letter dated October 1, 2009, Acting Purchasing Director, Joseph D. Mazza, advised my client that its proposal was rejected pursuant to the RFP's General Conditions, Section GC10, which prohibits "qualified" or "conditional bids". By letter dated October 6, 2009, BCC responded to Mr. Mazza's letter by pointing out that its exceptions were intended only to clearly establish the parameters for negotiation and that BCC remained willing to do so. BCC further noted that the proposal submitted by the sole other bidder, Volume Services, Inc., d/b/a Centerplate, also contained numerous proposed modifications to **material** provisions of the RFP and, if objectionable on that basis, Centerplate's proposal should be rejected as well. BCC also reiterated its continued willingness to engage in good faith negotiations and agreed that it would continue to be bound by its proposal for up to three months beyond the period required in the RFP. I affirmed BCC's position in the following email message sent to Mr. Mazza on October 23, 2009:

> **I have now completed my review of the RFP, including addenda, the response submitted by my client, BCC Catering Services and the public access portion of the response submitted by Volume Services, Inc., d/b/a, Centerplate. It is my opinion that both bidders, for good cause, proposed numerous, material modifications to the City's request and that there is no basis for the conclusion that my client indicated any less of a willingness to negotiate than Centerplate. Of course, I do not expect that you will agree with my assessment. However, because your decision would result in a sole source selection, patently not in the City's interest, I request that you immediately forward my client's proposal to the Evaluation Committee so that it may be considered in the same manner and to the same extent as the proposal submitted by Centerplate. By doing so you will insure that the Board of Estimates, when it renders the final administrative decision, will have before it an evaluation on the merits of both proposals. I will be submitting a formal protest of your decision within the next day or so. In the meantime, I await your response.** (No response received to date)

In a telephone conversation prior to my email message to him, Mr. Mazza stated that BCC's proposal, in his view, was submitted on a "take it or leave it" basis. That belief, however, is belied by the plain language on BCC's list of proposed modifications. There, in the introductory paragraph, BCC stated that:

> **"There are certain terms in the RFP that Concessionaire reserves the right to discuss and negotiate if selected as the food and beverage services provider for the Facility. We believe that some of the terms and conditions described in the RFP represent an unacceptable risk to the operational and/or financial success of our partnership. Although terms of the RFP and our proposal ultimately will be incorporated into a final agreement, we recognize that this is a negotiated process allowing the parties the opportunity to seek clarification and mitigation of issues.** ***We welcome the opportunity to discuss and eliminate the noted exceptions, or any issues either party may have with the other's position, as well as address your needs for additional information or clarification of our proposal. We look forward to working with you in determining final contractual language that will be based upon our proposal and acceptable to both parties."***

Clearly BCC was, and remains, willing to discuss and negotiate its proposed modifications.

Even if the Purchasing Agent believed he had proper grounds for rejection, he does not have the unilateral authority to do so. Such authority is reserved to the Board. The Statement of Work ("SW") and the Detailed Specifications ("DS"), specifically, SW23 C (1) (a), RFP, pg. 16, and DS6 B (1) (a), RFP, pg. 27, which take precedence over the General Conditions, state that "**Any bid/proposal found to be non-responsive** ***may be recommended for rejection*** and not given further consideration for award". Article VI, Section 11(a) of the City Charter provides that the Board shall be responsible for awarding all contracts and supervising

all purchasing of the City. Pursuant to Section 11(g) **of the City Charter**, recommendations from the City's department heads or bureaus are advisory only and not binding upon the Board. Further, the decision of the Acting Purchasing Agent effectively converted the RFP to a sole source solicitation, clearly frustrating Charter preference for competition and patently against the public interest. In sum, while it may have been within the authority of the Acting Purchasing Agent to recommend rejection of BCC's proposal, the actual authority to do so is, as it should be, reserved to the Board. The Board's authority and the City's interest here can only be preserved by affording BCC a full and fair evaluation of its proposal.

If the foregoing **does not** demonstrate a sufficiently compelling basis to reverse Mr. Mazza's decision, consider the fact that the proposal submitted by Centerplate was every bit as "non-responsive" as that submitted by BCC. First, **Centerplate** submitted pages in its proposal containing proposed modifications that had not been previously approved in writing by the City. That alone, by Mr. Mazza's standard, is sufficient to warrant its rejection. Secondly, Centerplate failed to address the City's "critical" desire for local partners (SW8). **As expressly described in Paragraph SW8 of the RFP, the City has made it abundantly clear that "[i]t is critically important that th[e] contract include a maximum level of local participation in the form of operating partners, suppliers and others from the local community who will meaningfully participate in the long-term success of the BCC's food and beverage services." As detailed in BCC's proposal, thirty-five percent of the partnership interest in BCC is** owned by local companies **who** have been stalwarts in the Baltimore community for many years. In fact, the BCC team is the current vendor and it has successfully managed **the Baltimore** Convention Center food and beverage service operations for nearly ten (10) years. BCC has established relationships with the Baltimore International Culinary Institute and other institutions identified in the RFP as being critically important to the City. The contributions made to the community by the BCC partners is likely unmatched by any other industry. Centerplate has no local company as a partner and offers only a promise of future relationships.

Lastly, but also of critical concern to the City, Centerplate's financial proposal, as submitted, would significantly and adversely alter the basis mandated in the RFP for determining the City's financial return. A comparison of BCC's and Centerplate's proposals to the requirements of the RFP is set forth in Exhibit One attached hereto. Among other things, Centerplate proposed: (i) a minimum $200,000 annual fee to itself, payable as a priority over any distribution to the City; (ii) an incentive fee plan based upon the results of customer surveys, rather **than** revenue generation; (iii) a prohibited credit in subsequent years for excess payments to the City if needed to cover a shortfall in the current year and (iv) a capital investment payable over twenty four **(24)** months, rather that at contract execution, as required. BCC's proposed none of those modifications. **The foregoing modifications are clearly not consistent with the financial structure required by the terms of the RFP. As between Centerplate and BCC, there can be little doubt that BCC's financial proposal is much more consistent -- and advantageous to the City -- with the financial structure required by the RFP.**

For the foregoing reasons, we respectfully urge you to reject the recommendation for award of the Contract to Centerplate and to direct the Bureau of Purchases to enter into competitive negotiations with BCC as the bidder whose proposal, as submitted, most nearly satisfied the requirements of the RFP.

Very truly yours,

Robert Fulton Dashiell

Robert Fulton Dashiell

RFD/ktt

Enclosures

September 4, 2009
To: Prospective Bidders

RFP Title: Manage and Operate the Food & Beverage Service for the Baltimore Convention Center
RFP Number: B50001050
Previous Bid Due date: September 09, 2009
New Bid Due/Opening date: September 16, 2009
Addendum Number: 3

As points of clarification concerning the solicitation noted above, please note the following:

1. Page 31, Section DS7.D(1): Remove and destroy this page in its entirety and replace with the attached Page 31A3

2. Page B-5A2: Remove and destroy this page in its entirety and replace with the attached Page B-5A3 (Also refer to Page 30 Section DS7.C(2))

All other terms and conditions shall remain unchanged.

"IF THEY SO DESIRE, VENDORS WHO HAVE ALREADY SUBMITTED THEIR BIDS MAY PICK UP THEIR BIDS AT THE COMPTROLLER'S OFFICE, ROOM NO. 204, CITY HALL, AND RESUBMIT THEIR BIDS ON THE BID DUE DATE.

FAILURE TO ACKNOWLEDGE THIS ADDENDUM COULD RESULT IN REJECTION OF BID.

Note: A signed copy of this Addendum must be attached to your bid.

_____
Company

_____
Signature

_____
Date

Joseph D. Mazza
Assistant City Purchasing Agent
JDM/SS

B50001050 – Manage & Operate the Food & Beverage Service for the Baltimore Convention Center – Due: 09/16/2009

(1) Provide a detailed sample questionnaire for use by the building and its guests in evaluating services. Discuss how a continuing program of this nature will be instituted and the overall program goals/objectives obtained.

(2) The City and BCC may also require such other written information as deemed necessary to ascertain the qualifications of the proposer.

(3) Proposers should provide in detail their plans for utilizing local culinary school expertise and, the provision of outreach and/or scholarship assistance linked to these programs, as a bonus opportunity to strengthen their proposal.

DS2. FINANCIAL REQUIREMENTS

A. COMMISSIONS (as a percentage of gross revenues – as defined –all inclusive)

(1) Food and Non-Alcoholic Beverages ____% (29.0% minimum)

(2) Alcoholic Beverages ____% (33.0% minimum)

B. MINIMUMS

(1) The above noted "minimums" are absolute minimums and proposers are encouraged to provide a commission percentage in excess of this amount as financial return to the City is a critically important element in the overall contract award process.

(2) Important Note:

(a) BASE MINIMUM ANNUAL GUARANTEE = $1.5 Million

C. INCENTIVE FEE TO CONTRACTOR

(1) Contractor shall be entitled to an Incentive Fee payment, paid in arrears annually by the City for gross revenue increases over set prior year revenue and profit standards.

(2) The gross revenue "Minimum Annual Benchmark" (benchmark) shall be $7,500,000.00 for the first and all subsequent contract years.

(3) If the annual gross revenue amount for any future contract year exceeds $7,500,000.00, that figure shall become the new benchmark for the next and all subsequent contract years.

(4) In the event, however, that the resulting gross revenue amount is less than the new benchmark, the new lower figure shall become the new benchmark for the next and all future contract years, except that the benchmark shall never be lower than $7,500,000.00

(5) Gross Sales Increases (See Excess of Prior Year Benchmark)

Annual Increase	% Increase Fee
$0-$250,000	8.0
$250,001-$500,000	12.0
$500,001-$1.0 million	16.0
Over $1.0 million	20.0

Minimums

The above noted "minimums" are absolute minimums and proposers are encouraged to provide a commission percentage in excess of this amount as financial return to the City is a critically important element in the overall contract award process.

IMPORTANT NOTE: BASE MINIMUM ANNUAL GUARANTEE = $1.5 Million

B. INCENTIVE FEE TO CONTRACTOR

Contractor shall be entitled to an Incentive Fee payment, paid in arrears annually by the City for gross revenue increases over the prior year "Minimun Annual Benchmark" (benchmark) revenue and profit standards. The gross revenue benchmark shall be $7,500,000.00 for the first and all subsequent contract years. If the annual gross revenue amount for any future contract year exceeds $7,500,000.00, that figure shall become the new benchmark for the next and all subsequent contract years. In the event, however, that the resulting gross revenue amount is less than the new benchmark, the new lower figure shall become the new benchmark for the next and all future contract years, except that the benchmark shall never be lower than $7,500,000.00.

GROSS SALES INCREASE

(See Excess of Prior Year Benchmark)

Annual Increase	% Increase Fee
$0 - $250,000	8.0
$250,001-$500,000	12.0
$500,001-$1.0 million	16.0
Over $1.0 million	20.0

INVESTMENT

$1,250,000 minimum (see minimum investment note herein) investment will be required for fixed and mobile concession upgrades and other mutually agreeable food/beverage system upgrades. The investment will be due and payable at Contract execution, will be industry standard buyback protected over a 7-year base term year period using straight-line depreciation. The City will own title to all improvements and equipment provided with investment funds.

Proposer offers $_____ as its Total Capital Investment, which is

$_____ above the above required minimum of $1,250,000.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Transportation

9.	TR 07306, Edison Highway Resurfacing from Biddle St. to Erdman Ave.	P. Flanigan & Sons, Inc.	$	869,407.10
	DBE: AJO Concrete Construction, Inc.		$207,622.50	24.00%
	L&J Construction Service, Inc.		28,500.00	3.27%
	Morgan Construction Services		25,000.00	2.76%
			$261,122.50	**30.03%**

MINUTES

Parking Authority of Baltimore City – Expenditure of Funds

ACTION REQUESTED OF B/E:

The Board is requested to approve an expenditure of funds to pay an increase to the Purchase Order for the Water Street Garage for Chesapeake Parking Associates.

AMOUNT OF MONEY AND SOURCE:

$24,017.92 – 2075-000000-5800-407300-603016 (Operating expenses)
49,120.30 - 2075-000000-5800-407300-603038 (Security)
$73,138.22

BACKGROUND/EXPLANATION:

This expenditure of funds will pay for the increase to the Purchase Order (year three of the contract period), which expired September 30, 2009. The management contracts are for a three year term. However, the Purchase Orders are issued for a one year period based on the fiscal year.

On September 13, 2006, the Board approved a management agreement for the period October 1, 2006 through September 30, 2009. The Parking Garage operating agreements are set up with a fixed management fee and an estimate of reimbursable operating expenses. There are a number of expenses that are difficult to estimate. These expenses include elevator repairs, snow removal, security, and lighting, etc.

The operator is required to provide backup materials to certify that expenses are only for garage operations. The contract also includes a provision for payment of an incentive fee based on revenues generated.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved the

Parking Authority of Baltimore City - cont'd

expenditure of funds to pay an increase to the Purchase Order for the Water Street Garage for Chesapeake Parking Associates.

BOARD OF ESTIMATES **11/4/09**

MINUTES

Parking Authority of Baltimore City – Employment Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an employment agreement with Mr. Peter E. Little to serve as the Executive Director of the Parking Authority of Baltimore City (PABC). The period of the agreement is November 01, 2009 through October 31, 2010.

AMOUNT OF MONEY AND SOURCE:

$123,600.00 – 2076-000000-2320-253300-607001

BACKGROUND/EXPLANATION:

Mr. Little has been serving as Executive Director under the terms and conditions of the previously approved employment agreement that was executed and approved by the Board of Estimates on November 07, 2007 for two years. The term of that agreement as extended, expired on October 31, 2009.

On October 12, 2009, the PABC Board of Directors approved continuing employment with Mr. Little as Executive Director for one year with an automatic renewal for an additional year. The employment agreement will allow the PABC to retain Mr. Little as Executive Director to conduct and manage the business of the PABC in the interests of the City of Baltimore and the PABC.

Mr. Little was selected as Executive Director by the Parking Authority Board of Directors after an extensive local and national search five years ago, and Mr. Little has served as Executive Director since that time.

APPROVED FOR FUNDS BY FINANCE.

This item was **DEFERRED** until November 25, 2009.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

1. G & K SERVICES $ 5,300.00 Low Bid
   Solicitation No. 07000 – High Visibility Class 3 Coverall – Department of Public Works – Req. No. R534297

2. BALTIMORE GAS AND ELECTRIC $24,000.00 Sole Source
   Solicitation No. 08000 – Electric Meters – Department of Transportation – Req. No. R532270

   The vendor is the sole supplier of the electric meters to use on “Next Bus” display systems.

3. RENOLD, INC. $11,226.00 Sole Source
   Solicitation No. 08000 – Carter Sludge Pump Parts and Service – Department of Public Works – Req. No. R534233

   The vendor is the sole supplier of the needed parts and service.

4. T.E. BYERLY CO., INC. $17,654.50 Sole Source
   Solicitation No. 08000 – BIF Hydraulic Valve Cylinder Parts – Department of Public Works – Req. No. R534261

   The vendor is the sole authorized provider of these parts for Maryland.

5. SOCIAL SOLUTIONS $ 6,245.00 Sole Source
   Solicitation No. 08000 – Software Support Renewal – Mayor’s Office of Employment Development – Req. No. R532722

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

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

6. RENOLD, INC. $10,214.00 Sole Source
Solicitation No. 08000 – Replacement Parts for Carter Drives Unit – Department of Public Works – Req. No. R534778

The vendor is the sole authorized distributor for these replacement parts.

7. PITNEY BOWES GLOBAL FINANCIAL SERVICES $ 5,160.00 Sole Source
Solicitation No. 08000 – Equipment Lease Postage Meter – Board of Elections – Req. No. R533619

The vendor is the sole source provider of the required equipment lease.

8. POINT DEFIANCE AIDS PROJECTS/ NASEN $ 7,998.00 Low Bid
Solicitation No. B50001235 – Needles for Exchange Program – Health Department – Req. No. R530872

9. T.E. BYERLY CO., INC. $ 25,296.60 Sole Source
Solicitation No. 08000 – BIF Hydraulic Valve Cylinder Parts – Department of Public Works, Bureau of Water and Wastewater – Req. Nos. R534253

The requirements for these parts are specific and unique and must be compatible and interchangeable with existing equipment. The vendor is the sole source provider of these parts for Maryland.

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.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

10. HOWARD UNIFORM CO.
AND FF&A JACOBS
& SONS $500,000.00 Renewal

Solicitation No. 06000 – Firefighter Uniforms – Fire Department – Req. Nos. Various

On December 10, 2008, the Board approved the initial award in the amount of $500,000.00 under the same terms and conditions as BP-07047. The award contained a renewal option at the sole discretion of the City. This is the first and final renewal in the amount of $500,000.00 for the period November 27, 2009 through November 26, 2010.

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.

MWBOO GRANTED A WAIVER.

11. ANDREWS REPRODUCTION CENTER
WORTH HIGGINS & ASSOC., INC.
MOUNT VERNON PRINTING CO.
OMNIFORM, INC.
PRINTING MATTERS, LLC
RIGDE, PRINTING CORP.
MOUNT ROYAL PRINTING CO.
THE PAUL COMPANY
UPTOWN PRESS, INC. $250,000.00 Increase

Solicitation No. BP-07122 – Printing Services/Pre-Qualification – Department of Finance – Req. Nos. Various

On March 7, 2007, the Board approved the initial award in the amount of $500,000.00. On August 8, 2007, the Board approved the first renewal in the amount of $1,000,000.00. On September 3, 2008, the Board approved the second renewal in

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

the amount of $1,000,000.00. On August 12, 2009, the Board approved an extension and increase in the amount of $250,000.00.

This increase in the amount of $250,000.00 is necessary to continue providing printing services for various City agencies, and makes the total award amount $3,000,000.00.

MWBOO GRANTED A WAIVER.

12. ZENMAR POWER TOOL & HOIST SYSTEMS $ 25,000.00 Renewal

Solicitation No. B50000850 – Repair of Air Operated Tools – Department of Public Works, Bureau of Water and Wastewater - Req. Nos. R534338

On December 10, 2008, the Board approved the initial award in the amount of $20,000.00. The award contained three 1-year renewal options at the sole discretion of the City. This is the first renewal in the amount of $25,000.00 for the period December 1, 2009 through December 2, 2010.

MWBOO GRANTED A WAIVER.

13. EXPRESS AUCTION SERVICES, INC. $ 97,000.00 Renewal

BP 07087 – Auctioneering Services – Department of Finance, Bureau of Purchases – Req. No. N/A

December 20, 2006, the Board approved the initial award in the amount of $291,000.00. Authority is requested to approve the first of two one-year renewal options. The period of the renewal is January 1, 2010 through December 31, 2010, with one renewal option remaining.

MWBOO GRANTED A WAIVER.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

14. HMO: United HealthCare Insurance Company $12,800,000.00
Aetna Health Holdings 1,400,000.00
Kaiser Permanente 8,300,000.00
$22,500,000.00

POS: United HealthCare Insurance Company 42,200,000.00
Aetna Health Holdings 2,300,000.00
$44,500,000.00

Increase

B50000452, Health Maintenance Organization (HMO) & Point of Service (POS) Services for Baltimore City Employees/Retirees and Dependents – Department of Human Resources – Req. No. R533422

The Board is requested to approve the renewal and funding for the final year of the initial term of this contract. On August 06, 2008, the Board approved the initial award to United HealthCare and Kaiser Permanente. On December 10, 2008, the Board approved an additional award to Aetna Health Holdings, with subsequent actions. The period of the second year is January 01, 2010 through December 31, 2010. Three one-year renewal options will remain.

HMO:

1. UNITED HEALTHCARE

On August 29, 2009, MWBOO found United HealthCare compliant based upon administrative retention fees of $1,245,239.00.

MBE: Time Printers 14.00%

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

WBE:	Camera Ready, Inc.	3.00%
	CC Press.Net, Inc.	1.00%
	Mary Kraft & Associates, Inc.	1.00%
		5.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

HMO:

2. AETNA HEALTH HOLDINGS

On October 1, 2009, MWBOO found Aetna Health Holdings compliant based upon administrative retention fees of $191,018.00.

MBE:	CASI, Inc.	2.10%
	Time Printers, Inc.	9.40%
	JUL Enterprise	2.50%
		14.00%
WBE:	Distinctive Promotions, LLC	0.90%
	Advanced Benefit Solutions	4.10%
		5.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR **AMOUNT OF AWARD** **AWARD BASIS**

Bureau of Purchases

3. KAISER PERMANENTE

On October 27, 2009, MWBOO determined Kaiser Permanente not compliant based on administrative retention fees of $810,684.00.

FUNDING FOR THE SECOND YEAR OF THE INITIAL TERM IS RECOMMENDED ON THE UNDERSTANDING THAT THE VENDOR'S PARTICIPATION IN THIS CONTRACT WILL NOT BE RENEWED UNLESS IT COMES INTO COMPLIANCE BEFORE THE INITIAL TERM EXPIRES ON DECEMBER 31, 2010.

MBE:	Sahara Communications, Inc.	14.00%
WBE:	Dana Insurance Services,	2.50%
	College Cost Consulting	
	Optimal Health Quest	2.50%
		5.00%

MWBOO FOUND VENDOR IN NON-COMPLIANCE.

POS:

1. UNITED HEALTHCARE INSURANCE COMPANY

On August 29, 2009, MWBOO found United HealthCare compliant based upon administrative retention fees of $3,391,146.00.

MBE:	Time Printers	14.00%
WBE:	Camera Ready, Inc.	3.00%
	CC Press.Net, Inc.	1.00%
	Mary Kraft & Associates, Inc.	1.00%
		5.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS

Bureau of Purchases

2. AETNA HEALTH HOLDINGS

On October 1, 2009, MWBOO found Aetna Health Holdings compliant based upon administrative retention fees of $242,916.00.

MBE:	CASI, Inc.	2.50%
	Time Printers, Inc.	9.40%
	JUL Enterprise	2.20%
		14.10%
WBE:	Distinctive Promotions, LLC	0.90%
	Advanced Benefit Solutions	4.10%
		5.00%

MWBOO FOUND VENDOR IN COMPLIANCE.

(FILE NO. 57084)

UPON MOTION duly made and seconded, the Board approved the foregoing informal awards, renewals, increases to contracts and extensions. The Comptroller **ABSTAINED** on item no. 14.

MINUTES

PROPOSALS AND SPECIFICATIONS

Department of Recreation and Parks	-	RP 09830, John Eager Howard Improvements **BIDS TO BE RECV'D: 11/25/2009** **BIDS TO BE OPENED: 11/25/2009**
Department of Transportation	–	TR 09012, Seton Business Park Access Improvements **BIDS TO BE RECV'D: 12/16/2009** **BIDS TO BE OPENED: 12/16/2009**

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

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PRESIDENT: "The Board is in recess until twelve o'clock noon for the opening and receiving of bids. A remainder again that there will be no Board of Estimates next week in observance of Veterans Day. City Offices will be closed and therefore Board of Estimates will not receive or open bids on November 11, 2009 Have a great Veterans Day."

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.

THERE WERE NO ADDENDA RECEIVED.

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:

Bureau of Purchases – B50001234, Open Top & Closed Top Steel Body Ejector Trailers

Warren Equipment, Inc.
STECO, A division of Blue Tee Corp
Spector Manufacturing, Inc.
Mid Atlantic Waste Systems

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There being no objections, the Board UPON MOTION duly made and seconded, the Board adjourned until its next regularly scheduled meeting on November 18, 2009.

JOAN M. PRATT
Secretary