Request for Proposals

Parking Access and Revenue Control System

PARKING
OF BALTIMORE CITY
AUTHORITY

Parking Authority of Baltimore City
200 West Lombard Street, Suite B
Baltimore, MD 21201
443-573-2800

September 26, 2022

Introduction

Thank you for your interest in this Request for Proposals (RFP) for a Parking Access and Revenue Control System ("PARCS"). The Baltimore City Parking Authority ("The Parking Authority" or "PABC") is a quasi-public, non-profit corporation, controlled by the City of Baltimore and organized under the laws of the State of Maryland, to oversee the management of 14 parking facilities owned by the City of Baltimore (the "City"). PABC is governed by its five-member Board of Directors, and its staff is employed to administer the PABC's programs and carry out the decisions of the Board. More information about the PABC can be found at Baltimore City Parking Authority.

This RFP intends to provide entities that wish to respond to the RFP ("Respondents") with the criteria and information that PABC will use to evaluate all Respondent proposals and will form the basis of a contract between PABC and the selected Respondent. **The effect of any irregularities in this RFP, the submissions received, the review process and/or the award of a contract is within the sound discretion of the Parking Authority. No rights or legal causes of action shall accrue to any bidder as a result of this process.**

PABC is soliciting competitive proposals from qualified firms to purchase, install and maintain a new PARCS for the facilities managed by PABC.

Thank you for your interest,
The Baltimore City Parking Authority
(443) 573-2800

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EXHIBITS
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Exhibit B: Equipment Listing by Facility
Exhibit C: Minority and Women's Business Enterprises (MBE/WBE) Program Certification Forms and Documentation (PDF)
Exhibit D: Baltimore City 2022 Prevailing Wage Rates (PDF)
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Respondent's Proposal Cover Page

The **Proposal Cover Page** must be completed and signed by Respondents, and then enclosed in a "sealed" 9 by 12-inch envelope. The sealed envelope is to accompany the Master Copy and seven (7) copies of the Respondent's proposals submitted in accordance with the procedures detailed in Section IX of this RFP.

The information identified as "Publicly Announced Information" on the **Proposal Cover Page** will be publicly disclosed at the Parking Authority's Board of Directors Meeting on December 13, 2022 at 4:00 p.m.

RFP NUMBER: OPS-02-2022

ISSUE DATE: September 26, 2022

TITLE: PARCS Equipment Purchase, Installation and Maintenance

ISSUING AGENCY: Parking Authority of Baltimore City
200 West Lombard Street, Suite B
Baltimore, MD 21201

CLOSING DATE: November 16, 2022

PUBLICLY ANNOUNCED INFORMATION:

NAME AND ADDRESS
OF FIRM: _____

_____

DATE: _____

BY: _____
(Signature in ink)

TITLE: _____

PURCHASE, INSTALLATION, & 2-YR. WARRANTY COST _____

MAINTENANCE YEARS 3 THROUGH 10 ANNUAL COST _____

Respondent's Submission Agreement (Proposal Cover Page Con't)

RFP NUMBER	OPS-02-2022
ISSUE DATE:	September 26, 2022
TITLE:	PARCS EQUIPMENT PURCHASE, INSTALLATION AND MAINTENANCE
ISSUING AGENCY:	Parking Authority of Baltimore City 200 West Lombard Street, Suite B Baltimore, MD 21201
	Nichelle Bolden Contract Administrator (443) 573-2824 — David Morgan Off-Street Parking Manager (443) 573-2805
CLOSING DATE:	November 16, 2022
CONTRACT:	The selected Respondent will execute a contract with the Parking Authority of Baltimore City. All proposals must contain this Submission Agreement, which indicates Respondent's willingness to accept a written contract and to agree to the inclusion of this RFP, the Respondent's proposal, and all subsequent written material relevant thereto in the contract.
SUBMISSION AGREEMENT:	In compliance with this Request for Proposals, and to all the conditions imposed herein, the undersigned agrees to provide a Parking Access and Revenue Control System in accordance with the attached signed proposal, and/or mutually agreed upon subsequent negotiations.

FEDERAL EMPLOYEE ID:_____

NAME AND ADDRESS OF FIRM: _____

_____

DATE: _____

BY: _____
(Signature in ink)

TITLE: _____

TELEPHONE NUMBER: (_____) _____
TELEPHONE NUMBER: (_____) _____
EMAIL: _____

Section I – General Information

1. Issue Date

The issue date of this RFP is **September 26, 2022**.

For a complete schedule of events for this RFP, see Section II.

2. RFP Coordinator

Upon release of this RFP, all Respondents' communications must be directed to the RFP Coordinator listed below:

RFP Coordinator:	Nichelle Bolden Contract Administrator Parking Authority of Baltimore City 200 West Lombard Street, Suite B Baltimore, MD 21201 (443) 573-2824 FAX: (410) 685-1557 E-Mail: contracts@bcparking.com
(Alternate) Off-Street Parking Manager:	David Morgan Off-Street Parking Manager Parking Authority of Baltimore City 200 West Lombard Street, Suite B Baltimore, MD 21201 (443) 573-2805 FAX: (410) 685-1557 E-Mail: David.Morgan@bcparking.com

3. RFP Modification

PABC reserves the right to change the RFP Schedule or issue addenda to the RFP at any time. PABC also reserves the right to cancel or to reissue the RFP, in whole or in part, and for any reason, at the sole discretion of PABC, at any time prior to the execution of the contract. If it is necessary to revise any part of this RFP prior to the due date for submission of the proposals, addenda will be posted to PABC's website Parking Authority / RFP/RFQA&B).

For Respondents to receive an **"email alert"** that addenda, responses to questions, or other documentation of changes or modifications with respect to the RFP has

been posted on PABC's website, please email the RFP Coordinator, Ms. Nichelle Bolden, your contact information. By return email, Respondents will receive instructions to be linked to PABC's website Parking Authority / RFP/RFQA&B in order to receive **"email alerts"** during the RFP process.

Respondents are encouraged to sign-up for **"email alerts**" as soon as possible after the Issue Date.

4. Exhibits and Plans

Exhibits have been posted to PABC's website Parking Authority / RFP/RFQA&B with this RFP Document. The Exhibits, along with this RFP, and any issued addenda, represent all of the necessary documentation for the RFP.

5. Pre-Proposal Conference

A Pre-Proposal Conference will be held on **October 6, 2022** beginning at **10:00 a.m.** via Microsoft Teams. Attendance is not mandatory; however, information presented may be valuable in the preparation of proposals, and all interested Respondents are urged to attend. Respondents are limited to no more than four (4) representatives at the Pre-Proposal Conference.

6. Individual Site Visits for Measurements and Other Field Work

PABC will permit Respondents to visit the Garages in order to take measurements, photos or conduct other field work necessary to prepare their proposal. Day-to-day operations of the Garages are managed by a few different parking management firms (the "Operators"). These visits may be supervised by PABC or the Operators' staff, and should be scheduled at times that do not interfere with the garages operations.

If you wish to schedule an individual site visit, please contact the RFP Coordinator, Ms. Nichelle Bolden, at 443-573-2824 or contracts@bcparking.com. Individual visits must be scheduled before **October 17, 2022.**

7. Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from Respondents attending the Pre-Proposal Conference. Questions apart from the Pre-Proposal conference must be submitted by email to the RFP Coordinator, Ms. Nichelle Bolden at contracts@bcparking.com by **4:00 p.m. on October 17, 2022.** Questions or requests received after this deadline will not be considered.

A summary of all substantive questions and answers will be posted on PABC's web site Parking Authority / RFP/RFQA&B on or before **October 25, 2022**. All Respondents who have signed up to receive **"email alerts"** will receive an alert when the summary of questions has been posted to the website.

8. Closing Date for Proposals

The deadline for receipt of proposals is by 4:00p.m., on November 16, 2022. Respondents who submit their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt by the RFP Coordinator, Ms. Nichelle Bolden, by the time and date stated above.

The **Proposal Cover Page**, located on Page 4 of this RFP, must be completed and signed by Respondents, and then enclosed in a "sealed" 8 1/2 by 11-inch envelope. The sealed envelope is to accompany the Master Copy and seven (7) copies of the Respondent's proposals submitted in accordance with the procedures detailed in Section IX of this RFP.

The information on the **Proposal Cover Page** will be publicly disclosed at the Parking Authority Board of Directors Meetings at **4:00 p.m., on December 13, 2022.**

9. Issuing Office

The Baltimore City Parking Authority issues this RFP. All proposals, whether mailed or hand delivered, must be received by **4:00 p.m.**, on **November 16, 2022 at**:

Baltimore City Parking Authority
200 West Lombard Street Suite B
Baltimore, Maryland 21202
Attention: Nichelle Bolden

All responses to this RFP shall be based on the material contained in this RFP, and any addenda or amendments which may be made to the RFP.

10. Final Selection

PABC reserves the right, at its sole discretion, to reject any or all proposals for any reason, prior to the execution of a contract, with no penalty to PABC. PABC reserves the right to refrain from contracting with any Respondent. The issuance of this RFP does not compel PABC to procure any products or services or to enter into contract negotiations. The final selection, if any, will be the proposal that, in the opinion of PABC, best meets the requirements set forth in this RFP and is in the best interest of the Parking Authority and the City of Baltimore.

The $150.00 RFP fee shall be refunded to the Respondents should PABC reject all proposals.

11. Errors in Response

PABC will not be liable for any errors in proposals from Respondents. Respondents may not alter proposal documents after the deadline for submission of the proposals. PABC reserves the right to waive minor irregularities in the responses, or to make corrections or amendments to the responses due to errors identified by PABC or the Respondents. This type of amendment will only be allowed for errors such as typing, transposition, omission, or any other obvious error. Any changes will be date and time stamped and attached to the response. All changes must be coordinated in writing with, authorized by, and made by the RFP Coordinator. Respondents are liable for all errors or omissions contained in their responses.

12. Incurring Expenses

Neither PABC nor the City shall be responsible for any cost incurred by any Respondent in preparing and submitting a proposal or any requested supplemental information in response to this RFP.

13. Duration of Proposal

Proposals, including terms, conditions, and prices are to be valid and irrevocable for a period of one hundred and twenty (120) days following the final date for submission of proposals.

14. Public Information Act Notice

PABC is subject to Maryland law regarding public access to records and information. Responses to this RFP and any contract executed in response to this RFP shall be a public record, as defined in Maryland State Law. Any specific information that is claimed by a Respondent to be confidential or proprietary must be clearly identified as such. To the extent consistent with Maryland law, PABC shall maintain the confidentiality of all such records marked confidential or proprietary. If a request is made to view any information deemed confidential or proprietary, PABC will promptly notify the affected Respondent(s) of the request and the date that such records will be released to the requestor unless the Respondent deeming those records proprietary or confidential obtains from a Maryland court a protective order or other injunctive relief from disclosure. If the Respondent fails to obtain a court order protecting the disclosure prior to the release date, PABC will release the information to the requestor.

The equipment, software, and services included in the proposal submitted by the successful Respondent will be included in the resulting contract. Therefore, the entirety of the Respondent's response will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should the Respondent obtain a court order from a court of competent jurisdiction prohibiting disclosure of parts of its proposal, PABC will comply with the court order. The burden is upon the Respondent to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly.

The PABC's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Respondent of any request(s) for disclosure within a period of three (3) years from date of award. Failure to adequately notify PABC of materials or records that are deemed "confidential" as required above, or failure to timely respond after notice of request for public disclosure has been given, shall be deemed a waiver by the Respondent of any claim that such materials are exempt from disclosure.

15. Compliance with the Law

By submitting an offer in response to this RFP, the Respondent selected for award agrees that it will comply with all Federal, State, and City laws, rules, and regulations applicable to its activities and obligations under this RFP and the Contract.

Section II – RFP Schedule

Event	Date
• Issue Request for Proposals (RFP)	September 26, 2022
• Pre-Proposal Conference and Site Visit	October 6, 2022, at 10 a.m.
• Deadline for Questions	October 17, 2022, by 4:00 p.m.
• Deadline for Individual Site Visits and Review of Hard-copy Building Plans	October 17 , 2022
• Addendum (if any) issued.	October 25, 2022
• Deadline for Proposals	November 16, 2022, by 4:00 p.m.

Section III – Purpose and Goals

PABC, on behalf of the Mayor and City Council of Baltimore City, is requesting proposals for the purchase, installation, and maintenance of a fully functioning PARCS at each of the City owned or operated locations listed on page 15 (the "Project"), as authorized by Article

31, Subtitle 13, of the Baltimore City Code. The current PARCS was installed at the Facilities between 2003 and 2008 and is in need of replacement.

The PARCS shall be a combination of equipment, sub-systems, and supporting infrastructure that allows a parking facility operator to accurately calculate, collect, track, and report revenues for parking within one or more facilities. As such, respondents shall include all necessary civil, electrical, mechanical, and administrative services, as well as equipment and other hardware necessary to deliver a fully functioning system. This includes, but is not limited to, readers, loops, electrical and communication wiring, servers, computers, equipment movement and installation, conduit, concrete work, wire terminations, programming, set-up services, testing, and training.

The specifications and timeline for this project is included to establish a comparative baseline for the potential proposers as part of the solicitation. The City reserves the right to modify these specifications and timeline during negotiations with the eventual selected Respondent.

All proposals must be consistent with the specifications below. Proposals must consist of itemized pricing for each and every unit of equipment and/or software module; all services necessary to deliver and install a fully functioning system; and all continuing, monthly, or other services necessary to maintain the functioning system.

The goals of this RFP are as follows:

1. To provide a full replacement of all PARCS equipment, components, and software with maintenance for 10 years.

2. To procure equipment, components, and fixtures that are energy-efficient; will minimize maintenance problems; and will provide for a long useful life.

3. To have the Selected Respondent manage all work necessary to complete the Project.

4. To have Selected Respondent take all steps necessary to protect the public and the Operator's employees during the project; and to work cooperatively with PABC and the Operators to ensure a safe and functional parking environment.

   Please be advised that the Garages will remain open to the public during the installation phases of the project.

   The project also must not interfere with operations adjacent to the Garages.

Public garages may be toured at the convenience and expense of the respondent. A guided tour of the garages will be provided following the pre-proposal meeting. All in-person meetings will comply with CDC guidelines in place at that time to help prevent the spread of COVID-19. Additional tours will be considered to accommodate a larger than expected number of respondents.

Section IV – Scope of Services and Criteria

The Selected Respondent will provide and comply with the Scope of Services provided in this Section.

1. Scope of Services – Personnel, Schedule, Site Logistics and Pay Applications

a. Provide a Project Manager, Field Superintendent, or other qualified person-in-charge on site during the work at all times.

b. Prepare a final project schedule prior to being granted a "Notice to Proceed" by PABC.

c. Perform all work during the hours of when the Garages' offices are staffed unless otherwise approved by PABC. Work will be scheduled and coordinated with PABC and its Operators.

d. Clean impacted and adjacent areas of the Garages of dirt, dust and debris; and haul away all old equipment, components and other debris from the site on a daily basis.

e. Secure for PABC all purchased equipment and components. Please be advised that there are limited storage areas in the Garages.

f. Remove and dispose of all old equipment and components properly; PABC will not retain ownership of any of the removed items.

g. PABC and the City promote proper recycling of materials resulting from construction projects where feasible. The Selected Respondent will maintain materials management logs to document the off-site disposition of the existing equipment and/or components and submit a list of items that were salvaged or recycled.

h. It is not expected that hazardous materials will be encountered in the work done on site. **Any hazardous materials remediation or removal will be the responsibility of PABC.**

i. Prepare plans that will identify measures to:

- Protect individuals and property during the project.
- Work with PABC and the Operator to address proper disconnection or interruption of utilities with utility providers.
- Provide dust and noise control as necessary.

- Maintain emergency egress from ramps and stairwells in the Garages at all times.

- Assist PABC and the Operator in the partial or full turnover of the PARCS.

j. Protect all work, equipment, and components from the weather during construction.

k. Attend periodic meetings at PABC offices (200 West Lombard Street) and/or via online meetings (PABC's discretion) during the project, bringing subcontractors as necessary.

l. Submit requests and documentation for payment for the Selected Respondent and all subcontractors on a monthly basis.

2. Scope of Services – Project Management and Coordination

a. Coordinate all aspects and phases of the project from design and engineering, permitting, demolition, construction, testing, inspections, and turnover of equipment to PABC.

b. Engage; be contractually responsible for; and oversee the work on-site of all subcontractors.

c. Conduct and verify, or cause to be conducted and verified, field measurements.

d. Meet or exceed all applicable Code Requirements.

e. Coordinate any inspections, licensing, registration, and certifications under the Maryland Department of Labor, Licensing, and Regulation or any local authorities having jurisdiction.

f. Include the cost of an Annual Maintenance Agreement for Years three through ten following final acceptance of the PARCS and a two-year warranty period.

g. Provide training to PABC staff, and Operator's manager and on-site staff on the operation and troubleshooting of the PARCS at each facility.

3. Scope of Services - Equipment

<u>Required and Optional PARCS Description</u>

PABC RESERVES THE RIGHT TO DELETE UP TO FOUR (4) OF THESE FACILITIES FROM THE FINAL PURCHASE OF PARCS EQUIPMENT. PRICING PROVIDED BY RESPONDENTS SHOULD REFLECT THAT POSSIBILITY.

Facility	Address	# Spaces	# Lanes		
			In	Out	Reversable
Arena Garage	99 S. Howard Street	888	1	1	1
Baltimore Street Garage	15 Guilford Avenue	510	1	1	1
Caroline Street Garage	815 S. Caroline Street	325	1	1	1
Fayette Street Garage	1001 E. Fayette Street	185	1	2	0
Fleet & Eden Garage	501 S. Eden Street	848	3	3	0
Franklin Street Garage	15 W. Franklin Street	376	1	2	0
JFB Lot	453 Guilford Avenue	79	1	1	0
Lexington Street Garage	510 E. Lexington Street	659	2	2	0
Little Italy Garage	400 S. Central Avenue	399	2	1	0
Marina Garage	402 Key Highway	199	1	1	0
Market Center Garage	221 N. Paca Street	606	1	1	1
Penn Station Garage	1511 N. Charles Street	525	1	1	1
St. Paul Street Garage	210 St. Paul Place	500	1	1	1
West Street Garage	40 E. West Street	248	1	1	0

Arena Garage – 99 S. Howard St.

- Required:
  - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
  - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
  - 6 Pay on Foot Machines, all with intercoms
    - 4 Full Service, accepting cash, credit cards, and NFC payments
    - 2 Credit card and NFC payments only
  - 4 Parking Gates
  - 2 Pedestrian Door Readers with Intercoms
- Optional
  - Touchless Ticket Issuance
  - Touch screens on:
    - Ticket Dispensers
    - Exit Verifiers
    - Pay on Foot Machines
  - Cameras on:
    - Ticket Dispensers
    - Exit Verifiers
    - Pay on Foot Machines
    - Pedestrian Door Readers
  - Digital Signage:
    - Stand-Alone at Garage Entrance
    - On Side of Ticket Dispensers
    - On Side of Exit Verifiers
  - Lighting on Parking Gates

Baltimore Street – 15 Guilford Ave.

- Required:
    - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
    - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 3 Pay on Foot Machines, all with intercoms
        - 3 Full Service, accepting cash, credit cards, and NFC payments
    - 4 Parking Gates
    - 2 Pedestrian Door Readers with Intercoms
    - 1 Overhead Door Interface
    - 1 Overhead Door Reader
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

Caroline Street – 805 S. Caroline St.

- Required:
    - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
    - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - 4 Parking Gates
    - 2 Pedestrian Door Readers with Intercoms
    - 1 Overhead Door Interface
    - 1 Overhead Door Reader
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:

        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

Fayette Street – 1001 E. Fayette St.

- Required
    - 1 Entry Lane w/HID Reader, Intercom, AS301F Gate, Overhead Door Interface
    - 2 Exit Lanes w/HID Reader, Intercom, AS301F Gate, Overhead Door Interface
    - 2 Pedestrian Door Readers w/HID Readers, Intercoms
- Optional
    - 1 Ticket Dispenser w/Access Card/Key Fob Reader and Intercoms
    - 1 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

Fleet and Eden – 501 S. Eden St.

- Required:
    - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
    - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments

    - 2 Lane Access Card/Key Fob Readers
    - 6 Parking Gates
    - 2 Pedestrian Door Readers with Intercoms
    - 2 Overhead Door Interface
    - 1 Overhead Door Reader
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

Franklin Street – 15 W. Franklin St.

- Required:
    - 1 Ticket Dispenser w/Access Card/Key Fob Reader and Intercom
    - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - 3 Parking Gates
    - 1 Pedestrian Door Reader with Intercoms
      1 Overhead Door Interface
    - 1 Overhead Door Reader
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Reader
    - Digital Signage:

        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

Lexington – 510 E. Lexington St.

- Required:
    - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
    - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - 4 Parking Gates
    - 1 Pedestrian Door Reader with Intercom
    - 1 Overhead Door Interface
    - 1 Overhead Door Reader
    - 1 Bike cage Door Reader w/HID Electric Lock
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

Little Italy – 400 S. Central Ave.

- Required:
    - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
    - 1 Exit Verifier w/Access Card/Key Fob Reader and Intercom
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - 3 Parking Gates
    -
    - 3 Pedestrian Door Readers with Intercoms
    - 1 Overhead Door Interface
    - 1 Overhead Door Reader

- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

Marina – 402 Key Highway

- Required:
    - 1 Ticket Dispensers w/Access Card/Key Fob Reader
    - 1 Cashier Station w/Access Card/Key Fob Reader
    - 2 Parking Gates
    - 2 Validators
- Optional
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - 1 Exit Verifier w/Access Card/Key Fob Reader and Intercom
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispenser
        - On Side of Exit Verifier
    - Lighting on Parking Gates

Market Center – 221 N. Paca St.

- Required:
    - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
    - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - 4 Parking Gates
    - 2 Pedestrian Door Readers with Intercoms
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

Penn Station – 1511 N. Charles St.

- Required:
    - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
    - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 3 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
        - 1 Credit card and NFC payments only
    - 4 Parking Gates
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Digital Signage:

        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

St. Paul – 210 St. Paul Pl.

- Required:
    - 2 Ticket Dispensers w/Access Card/Key Fob Reader and Intercoms
    - 2 Exit Verifiers w/Access Card/Key Fob Readers and Intercoms
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - 4 Parking Gates
    - 2 Pedestrian Door Readers with Intercoms
    - 3 Overhead Door Interfaces
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

West Street – 40 E. West St.

- Required:
    - 1 Ticket Dispensers w/Access Card/Key Fob Reader and Intercom
    - 1 Exit Verifiers w/Access Card/Key Fob Readers and Intercom
    - 2 Pay on Foot Machines, all with intercoms
        - 2 Full Service, accepting cash, credit cards, and NFC payments
    - 2 Parking Gates
    - 2 Pedestrian Door Readers with Intercoms
    - 1 Overhead Door Interface
- Optional
    - Touchless Ticket Issuance
    - Touch screens on:
        - Ticket Dispensers

        - Exit Verifiers
        - Pay on Foot Machines
    - Cameras on:
        - Ticket Dispensers
        - Exit Verifiers
        - Pay on Foot Machines
        - Pedestrian Door Readers
    - Digital Signage:
        - Stand-Alone at Garage Entrance
        - On Side of Ticket Dispensers
        - On Side of Exit Verifiers
    - Lighting on Parking Gates

JFB Lot – 453 Guilford Ave.

- 2 Parking Gates
- 2 Access Card/Key Fob Readers, Pedestal, Reader Controller

Parking Authority Office – 200 W. Lombard St.

- 1 Management Computer
- 1 Credit Card Server
- 2 Global Encoding Stations
- 1 LDS (Server) Software
- 1 3rd Party Online Aggregators interface
- 1 Ticket Validator

<u>Software Requirements</u>

- Software System shall be fully hosted with all needed infrastructure, equipment, communication network, and other elements, at Respondent's selected site or Cloud and at City's parking facilities and parking management office, to provide an operational parking system. The system will not reside on City's network and is preferred to utilize Cloud based state of the art secured technology.
- Must maintain required level of PCI-DSS compliance throughout the term of the contract.
- Must maintain General Data Protection Regulation (GDPR) requirements.
- Global Payments is PABC's Card Processor
- Selected respondent must have Certification to the Global Payments GSAP platform for card processing or the ability to use a Gateway that is Certified to Global Payments
- Utilize credit and debit card acceptance hardware, software, and other system components that can be used to satisfy a PCI-DSS audit and are certified to accept EMV transactions:
    - 1. Provide verifiable proof of-P2PE validated solution.

    - 2. Provide a list of all available options for Payment Processors and Gateways that may be selected to support processing through the PCI-P2PE reader options.
- All attended devices (where an employee facilitates the transaction) must have a PCI-approved EMV PIN-pad included. All unattended (automated) devices (EXS) may have a PIN pad, but it is not required.
- Configure system such that information from each credit card transaction is transmitted to the PABC's authorizing clearinghouse to provide on-line real time approvals.
- Timeframe for authorization should not exceed five seconds for tickets and ten seconds for EMV chip transactions.
- Confirm and provide record formats required by PABC's authorizing clearinghouse.
- Provide the ability to print FACTA-compliant receipts. The system will be able to reproduce receipts, as necessary.
- Utilize TCP/IP for data communication.
- Provide centralized management of the PARCS, so that all devices at all PABC managed locations can be remotely managed from one location.
- Selected Respondent shall be fully responsible to import any existing customer databases into the new PARCS. Should manual entry be required, Selected Respondent shall provide the resources to fully complete the manual import.
- Real-time integration with the AR system which allows customers to use permits and validations immediately upon purchase.
- System must provide at least 99.8% uptime. Monthly fees due to the equipment provider will be reduced by up to 10% for each month the uptime requirement is not met.
- Configuration such that the following features and functionalities are attainable:
    - Maintain 24 months of on-line data of all PARCS data. All on-line data shall be readily accessible without any delay in processing.
    - Provide fault tolerance such that no server-level single point of failure causes disruption to the PARCS or corruption of PARCS data.
    - The Selected Respondent shall design and implement a hot standby virtual server solution that provides high availability and redundant data storage. All operational functions shall continue uninterrupted, without data loss, upon failure of any single server, solution component, or associated interface.
    - The PARCS shall provide mirrored databases that are updated concurrently.
    - Long Term Storage Media – Ability to archive all summary data for up to five years with simple retrieval capability.

Hardware Requirements

***All Devices must comply with ADA guidelines.**

Entry Devices:

- Ticket dispenser w/ contactless option
- RFID Mid-Range Monthly Access Readers (see below)
- Barcoded or QR coded tickets required
- Screen with the ability to display messages including any errors
- Barcode reader capable of reading multiple types of barcodes and QR codes on both printed paper and an electronic device.
- Intercom speaker and microphone
- Surge protection is required
- Credit Card / Phone Number in/out
- Integrated PCI P2PE Credit Card (Swipe, Chip, and Contactless) Reader
- Event mode (ability to issue exit credential to pre-pay customers)
- Optional video camera
- Optional touch screen

RFID Readers (Monthly):

- Proximity card RFID Reader with a read range of approximately 2’
- The proximity card reader and proximity cards must be secure and encrypted. Represent if you can integrate with the existing access cards. Provide option for alternative Long-Range RFID (AVI) solution

Parking Gates:

- Gates that communicate status and gate vends by type
- Ability to remotely vend
- Straight gate arms preferred where dimensions allow. Respondent is responsible for making sure the gate arm has the appropriate vertical clearance.
- Optional variable lighting on gates

Exit Verifiers:

- Credit card acceptance functionality
- RFID Mid-Range Monthly Access Readers (see above)
- Screen with the ability to display multiple messages including errors
- Barcode reader capable of reading multiple types of barcodes and QR codes on both printed paper and an electronic device
- EMV payment acceptance
- Integrated PCI P2PE Credit Card (Swipe, Chip, and Contactless) Reader
- Intercom speaker and microphone
- Device must be able to issue a receipt
- Surge protection is required
- Optional video camera
- Optional touch screen

Pay stations:

- Credit Card / Cash (if applicable) acceptance functionality
- Screen with the ability to display multiple messages including errors
- Barcode reader capable of reading multiple types of barcodes and QR codes on both printed paper and an electronic device
- Device must be able to issue a receipt
- Intercom speaker and microphone
- Surge protection is required
- EMV payment acceptance
- Integrated PCI P2PE Credit Card (Swipe, Chip, and Contactless) Reader
- Optional video camera
- Optional touch screen

Coupon Printer:

- The printer must be able to print batches of validation / discount coupons.
- The validation / discount coupons must have reporting capability that allows each validation to be tracked from production through use.
- System must allow customers to purchase, print, and/or distribute validations which are also tracked through the systems standard reports.

Pedestrian Door Readers

- Must be able to read active tickets and access cards for designated facility
- Must be able to be remotely vended
- Must have intercom
- Integrated PCI P2PE Credit Card (Swipe, Chip, and Contactless) Reader (for after-hours CC In/Out customers)
- Optional Number keypad
- Optional video camera

Overhead Door Readers

- Must be able to read all active access cards for designated facility
- Must be able to be remotely vended

Intercoms:

- VOIP at each device with ability to connect to an on-site or off-site call center.

PABC Office:

- Workstation: A monitor, printer and computer must be included which will allow the operator / PABC to view the parking software interface
- All systems must be fully PCI-DSS compliant
- Paris Interface or,
- Alternative AR solution software and interface
- 3rd Party Reservation Aggregator Interface
- 1 Self park ticket validator

- Online E-validation/Web Validation with unlimited user accounts

Optional Upgrades:

- Variable exterior LED signage, detailing parking occupancy and space available at main points of vehicular ingress should be priced for each location.
- Variable interior screens, either stand-alone or on entry devices and exit verifiers
- Pricing for LPR integration
- Pricing for AVI or long-range RFID readers
- Marina POF option – including any new infrastructure required
- Fayette POF option – including any new infrastructure required
- AR option to replace PARIS (must include at least 3 references from other customers using proposed AR system)

Reporting Requirements

- Available online and on demand for PABC personnel who have proper password access.
- Viewable, printable, and exportable from the GUI.
- Database with the ability to prepare custom reports using the PARCS data including Microsoft Excel, at a minimum, via a comma-separated-value file format.
- At a minimum, reports provided shall include:
- Cashier Shift Reports
- Detailed Revenue and Non-Revenue Transactions Reports – Reports of transactions processed through the PARCS by user selectable parameters including all user types date/time range, and by device.
- Detailed and Summary Revenue Reports for daily, weekly, and monthly PARCS activity.
- Detailed prepay reports for event parking mode
- Credit Card Reports – Reports of credit card transactions by user selectable parameters including date/time range, credit card terminal ID, customer last name, credit card type, transactions type.
- Outstanding Ticket Reports – Report of parking tickets that have been issued but have not been processed or exited from the system.
- Validation Reports – Detailed and summary reports of validations issued, number of validations, and when the validation was used, by user selectable parameters.
- System Event Reports – Reports for system generated events by user selectable parameters including PARCS device and date/time range.
- Gate Vend Report – Report showing each gate vend, the location, time, user ID, and total for a date/time range.
- Occupancy Reports showing detailed occupancy data for each facility by selectable parameters including user type and date/time range.
- Access Credential Reports – Detailed and summary reports of credential activity for individual credentials or by account number that include the credential number, account number, entry/exit date/time, lane ID, and transaction fee.

- Robust ticket summary reports, with ability to query time ranges and detail all tickets and rates of queried tickets processed during that range.
- Prepare up to 15 custom reports as defined by PABC requirements. PABC and Contractor to coordinate report design and finalize custom reports prior to the expiration of the warranty period.
- The desired PARCS solution should include a secure self-registration portal for parking customers, including monthly or other customer accounts. The system should include, but is not limited to the following:
    - Online sales and reservations, including registration, purchase and delivery of parking products via secure web portals.
    - Allow customers to actively manage their accounts by allowing them to review transaction history, pay invoices, and modify their contact information, etc.
    - Automated paperless invoicing, receipts, reporting and data archiving.
    - Automatic notification, promotions, and communications via email.

Warranty Requirements

- 2 years parts and labor
- Include all Extended Service Requirements during the warranty period

Extended Service
PABC seeks annual pricing for three (3) varying levels of extended service:

- **Level 1 Service**
    - 24/7 emergency service support
    - 24/7 phone support
    - Minimum 2 service technicians assigned to area within 25 miles of PABC office. Must be at least level/tier 2 technicians.
    - Service calls received before 12 Noon, Monday – Friday (excluding holidays) - same day service required
    - Service calls received after 12 Noon Monday – Friday, on weekends, or holidays – service required next business day before 12 noon
    - Common spare part replacements supplied for each facility
    - 10 year fixed cost for software, equipment maintenance fees
    - Ongoing end user basic training on hardware/software and training on any system modifications that affect its performance.

- Level 2 Service
    - 24/7 phone support
    - Minimum 1 service technician assigned to area within 25 miles of PABC office. Must be at least level/tier 2 technician.
    - Service calls received must be serviced by 5:00 PM the next business day (excluding holidays)
    - Common spare part replacements supplied for each facility

  - 10 year fixed cost for software, equipment maintenance fees
  - Ongoing end user basic training on hardware/software and training on any system modifications that affect its performance.

- Level 3 Service
  - 24/7 phone support
  - Minimum 1 service technician assigned to area within 75 miles of PABC office. Must be at least level/tier 2 technician.
  - Service calls received must be serviced by 5:00 PM 2 business days (excluding holidays) after the call
  - 10 year fixed cost for software, equipment maintenance fees
  - Ongoing end user basic training on hardware/software and training on any system modifications that affect its performance.

Section V – Contractual Requirements

Respondent should be prepared to accept a contract with PABC resulting from this RFP, which will incorporate the following requirements:

1. The contract with be a lump sum contract, with a “not to exceed” dollar amount, which will incorporate the RFP criteria and scope of services and the Selected Respondent’s proposal as part of the contract. See Section VIII for information about the proposal content and contract price.

2. The contract will incorporate all of the City Requirements and Other Requirements stated in Sections VI and VII of this RFP respectively.

3. The final contract document will be submitted to the Baltimore City Board of Estimates for approval. Approval by the City of Baltimore Board of Estimates is a condition precedent, required for any contract or other transaction resulting from this RFP. Any supplemental contracts or subsequent agreements shall also require approval of the Baltimore City Board of Estimates.

4. The project shall commence no later than thirty (30) days after the contract is approved by the Baltimore City Board of Estimates.

5. During the evaluation and/or negotiation process, the PABC has the right to require any clarification or change it needs to understand the recommended Respondent’s approach to the project and view of the scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contract. The recommended Respondent must complete all questionnaires provided by the PABC and/or the City, including current contracts, reference contact information, and history.

Section VI – City Requirements

PABC intends that the selected Respondent will comply and/or satisfy the City Requirements applicable to the project. All Respondents to this RFP will be expected, as part of their proposals, to provide the certifications or other documentation detailed in this Section, as evidence of compliance. It is the responsibility of the Respondent to ensure that that all necessary documents evidencing compliance with the City Requirements listed below are completed. Failure to submit the completed documents may result in a proposal being rejected as "non-responsive".

1. **MBE/WBE Goals**: It is the policy of the City of Baltimore that minority and women–owned business enterprises should have the maximum opportunity to participate in any and all components of the Project. The Prime Contractor will covenant and agree to comply with the hiring of minority and women-owned business enterprises (MBE/WBE) based on the goals for the project, as established by the City of Baltimore Minority and Women's Business Opportunity Office (MWBOO), pursuant to Article 5, Subtitle 29 of the Baltimore City Code.

   The MBE/WBE Goals for the Project established by MWBOO are as follows:

   - 11% MBE
   - 10% WBE

   There are no MBE Sub-Goals for the project.

   Respondents must submit a **Commitment to Comply** and a **Statement of Intent** completed by each MBE or WBE contractor, subcontractor, or supplier with their proposal as evidence of compliance. See **Exhibit C** for MBE/WBE certification forms.

   The MBE/WBE goals will apply to the total project cost. MBE/WBE firms must be certified by the City of Baltimore. This certification is done by MWBOO.

   If Respondents have any questions regarding the MBE/WBE certifications or other questions regarding the MBE/WBE goals, please contact:

   Minority and Women's Business Opportunity Office
   City Law Department
   Room101, City Hall
   100 North Holliday Street
   Baltimore, MD 21202
   (410) 396-4355

2. **Baltimore City Prevailing Wage**: the Selected Respondent will pay, and cause all subcontractors to pay no less than the minimum hourly wage rate under

Classification No. 1 Construction – Buildings, as established by the City of Baltimore Wage Commission, pursuant to Article 5, subtitle 25 of the Baltimore City Code.

The 2022 hourly wage rates will govern the project, which were approved by the Baltimore City Board of Estimates on March 16, 2022. The Selected Respondent and all subcontractors will submit certified payroll documentation, in a format acceptable to the Wage Commission, periodically as evidence of compliance by all firms working on the project. See **Exhibit D** for **2022 Labor Rates**.

If Respondents have any questions regarding the 2022 hourly wage rates or other questions regarding the Prevailing Wage Law, please contact:

Office of Civil Rights and Wage Enforcement
7 East Redwood Street, 9th Floor
Baltimore, MD 21202
(410) 396-4835

3. **Baltimore Apprentice Trainee Program (BATP)**: The City of Baltimore has established an Apprentice Training Program for all City construction projects of $1 Million dollars ($1,000,000.00) or more to participate in an Apprenticeship "On the Job" Training Program certified by the State of Maryland.

   If BATP is applicable to a proposal being submitted under this RFP, see **Exhibit E** for **BATP Certification** forms.

   The Baltimore City Department of Human Resources is responsible for management and oversight of the BATP. For additional information, please contact Michael Alexander, BATP Project Manager, at (410) 396-1411.

4. **Local Hiring Law, Employ Baltimore and Youth Works Executive Order Goals:**

   In responding to this RFP, Respondents covenant and agree to comply with the City's Local Hiring Law, Executive Order regarding Employ Baltimore, and Baltimore City YouthWorks, and to work cooperatively with the Mayor's Office of Employment Development (MOED). For additional information about any MOED program, contact Rosalind Howard, Business Services Program Manager, at (443) 984-3014.

   a. **Local Hiring Law**: pursuant Article 5, Subtitle 27 of the Baltimore City Code, effective December 23, 2013, the Local Hiring mandates that, at least 51% of the new jobs required to complete the contract, must be filled by Baltimore City residents. The Local Hiring Law applies to every contract greater than $300,000, unless MOED grants an exception under the Local Hiring Law.

      Within two (2) weeks of the Board of Estimates approval of the contract, the Selected Respondent shall contact MOED to arrange an employment analysis and review the workforce plan required for the contract. The Selected

Respondent will not receive any payment under the contract unless the employment analysis is performed by MOED. See **Exhibit G** for documentation related to the Local Hiring Law.

If the **Local Hiring Law** is applicable to a proposal greater than $300,000, the Respondent shall submit a written statement, **Local Hiring Statement of Compliance,** confirming their agreement to comply and work cooperatively with MOED to satisfy the requirements of the Local Hiring Law, or to seek a waiver.

If the **Local Hiring Law** governs the Selected Respondent's response to this RFP, Respondents should skip Paragraph b, **Employ Baltimore, below** and go directly to Paragraph c.

b. **Employ Baltimore**: Pursuant to Executive Order, dated June 9, 2011, all contracts between $50,000.01 and $300,000.00 shall submit an **Employ Baltimore Certification** Statement, attached as **Exhibit G**, with its RFP response agreeing to post all new job openings with MOED and to provide periodic employment reports during, and at the end of the contract.

c. **Baltimore YouthWorks**: Pursuant to a Mayor's Executive Order, the Selected Respondent submit the **Baltimore YouthWorks Certification,** attached as **Exhibit H**, as part of RFP Submission.

5. **Baltimore City 1% for Art Requirement**: the Selected Respondent will not include the Baltimore City 1% for Art Requirement with their Contract Price in the RFP Submission. PABC will address the 1% for Art Requirement during contract negotiations.

Section VII – Insurance and Bonding

1. Builders Risk: The Selected Respondent shall have and maintain during the life of the Contract such property insurance upon the complete value of the work on site. This insurance shall protect PABC and the City, as its interests may appear in the work, and shall insure against the perils of fire and extended coverage, theft, vandalism and malicious mischief. All Risk Insurance may not contain exclusions relating to flood, earthquake, mysterious disappearance, hail, and terrorism.

2. The Selected Respondent shall procure and maintain during the life of this contract the following required insurance coverage:

Commercial General Liability:	$1,000,000 combined single limit each occurrence for bodily injury and property damage; $3,000,000 aggregate and completed operations.
Umbrella Excess Coverage	$5,000,000
Workers' Compensation	Coverage A – Statutory

	Coverage B - $1,000,000
Business Automobile Liability:	$1,000,000 combined singe limit

3. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees, The Baltimore City Parking Authority and its employees, and Republic Parking System, Inc. and its employees shall be covered, by endorsement, as additional insured's with respect to liability arising out of activities performed by, or on behalf of, the Selected Respondent in connection with the prospective Agreement.

4. The Selected Respondent shall furnish the Parking Authority a Certificate of Insurance with a copy of the additional insured endorsement as verification that coverage is in force. The Parking Authority reserves the right to require complete copies of insurance policies at any time.

5. The Selected Respondent's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Selected Respondent's negligence, the Selected Respondent's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Selected Respondent's insurance or benefit the
Selected Respondent in any way.

6. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the Parking Authority. There will be an exception for non-payment of premium, which requires ten (10) day notice of cancellation.

7. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.

8. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective contract null and void; provided, however, that no act or omission of the Authority shall in any way limit, modify or affect the obligations of the Selected Respondent under any provision of the prospective contract.

9. Neither the Selected Respondent nor the Parking Authority shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the prospective contract. All policies

of insurance to be obtained by the Selected Respondent shall provide that any loss shall be payable notwithstanding any act or omission of the Authority or Selected Respondent that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Selected Respondent shall provide for (i.e., consent to) the waiver of subrogation against the Authority.

10. The Selected Respondent shall indemnify, defend, and hold harmless the Parking Authority, the City, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against the Parking Authority and/or City, its elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Selected Respondent, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of the Parking Authority and/or City, its elected/appointed officials, employees, agents, and volunteers arising out of the prospective Agreement.

11. The Awarded Respondent will be required to obtain payment and performance bonds at the time of contract award. Bond form templates are attached hereto as **Exhibit I**.

Section VIII – Proposal Content

Proposals should be prepared simply and concisely, providing straightforward descriptions of capabilities, scope of services, design intent, product data, pricing, schedules etc. to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Each copy of the proposal shall be contained in a single volume and bound (except for the Master Copy) with a comb binding or similar binding. All documentation submitted with the proposal should be contained in that single volume.

Proposals should be organized in nine sections as described below to be considered responsive. All pages of the proposal should be numbered, and the sections should be separated by a tab or divider. The proposal should contain a table of contents which cross references the nine sections or Tabs listed below.

Additional information which the Respondent wishes to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place, or be attached at the end of the proposal and designated as additional material.

Proposals should be prepared on 8 1/2 x 11 inch paper; however, 11 x 14 inch paper is permissible for drawings, renderings, charts, spreadsheets, etc.

1. Cover Page (TAB 1 Limit to one page.)

Submit the **Respondent's Submission Agreement**, located on Page 5 of this RFP, and signed by a representative of your organization who can officially represent the Respondent for this submission.

The copy containing the original signatures on the **Respondent's Submission Agreement** should be included in the unbound "Master Copy." See Section IX, Paragraph #4 for additional instructions.

2. Selected Respondent's General Qualifications, Previous Experience and Identification of Team (TAB 2 Limit to ten pages.)

Respondents must demonstrate in the proposal, using previous completed projects and references, their qualifications in providing, installing and maintaining PARCS equipment. To be considered responsive, Respondents must, at the time of the proposal, be an established business with all required licenses, facilities, equipment, and trained personnel necessary to perform the work as specified in this RFP.

Please provide the following:

a. History and organization of the firm (i.e., ownership, location, size of company, number of years in business, etc.) that demonstrates the business and general ability of the Respondent to perform the project.

b. Identify the Project Manager for the project plus their bio or resume.

c. Identify any other key or team members from the firm, who will be involved in the project.

d. Identify all subcontractors or service providers for all other trades providers that will be part of the project team.

   Include for each subcontractor or service provider the following: the area of the job or service that will be handled by the subcontractor or service provider, their office location, and the name of the subcontractor's project manager.

e. List and describe three completed new PARCS installations or modernization and replacement projects controlling multiple facilities for a single owner, in the past three years.

f. Provide four (4) references. Please include the name of the individual to be contacted, the name of the business or the project, description of the project, telephone number and email address.

3. Description of Scope of Work as proposed by Respondent

(TAB 3 There is no limit on the number of pages that may be included under this section.)

Respondents must provide detailed descriptions of how the scope of work will be performed.

a. Include product data, catalog cuts, or other documentation.

b. Address the performance criteria that the system will meet upon completion.

c. Describe the details of the Manufacturer Warranty and Maintenance Programs that will be included in the Contract Price.

4. Contract Price and Cash Flow Projection
(TAB 4 Limit to three pages in addition to the two-page spreadsheet.)

a. PABC anticipates a lump sum contract with a "not-to-exceed" dollar amount for the project.

b. Provide details of any additional costs listed under "Other" as necessary.

c. The Contract Price must reflect the cost of complying with all City requirements, including MBE/WBE and prevailing wage.

d. Respondents may add three additional pages of explanations or clarifying notes to support the Contract Price.

5. Project Duration and Schedule (TAB 5 Limit one page.)

Provide a forecast of the time that it will take to complete the project, with as much detail as is available at this stage of the proposal.

6. MBE/WBE Commitment (TAB 6 Submit all applicable forms.)

Submit **Commitment to Comply** executed by Prime Contractor and a **Statement of Intent** executed by each MBE or WBE Subcontractor and the Prime Contractor. See **Exhibit C** for forms.

7. Other City Requirements: Local Hiring, Employ Baltimore, and Youth Works Certifications (TAB 7 Submit all applicable forms.)

a. Baltimore Apprentice Trainee Program (BATP) for contracts greater than $1,000,000.00). See **Exhibit E** for **BATP Certification (Parts I, II and III)** forms.

b. Local Hiring Law (for contracts greater than $300,000). See **Exhibit F** for program documentation. **Because there is no Local Hiring Law Certification form to be completed during the RFP process, Respondents are to submit a written statement that they will comply with the Local Hiring Law.**

c. Employ Baltimore (for contracts between $50,000.01 and $300,000.00). See **Exhibit G** for **Employ Baltimore Certification Statement** form.

d. Youth Works (mandatory for all proposals). See **Exhibit H** for **Baltimore Youth Works Certification** form.

8. Prime Contractor Certification (TAB 8 Limit to one page.)

Respondent is required to make the following certifications and assurances, in writing, as a required element of their proposal, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award and continuation of the contract resulting from this RFP.

The Respondent certifies that it and/or its authorized representative do not have:

a. Any affiliations with person(s) recognized by law enforcement officers as being habitual criminals or members of criminal cartels.

b. Any convictions or judgments (civil or criminal) for fraud, deceit, or crimes involving moral turpitude.

c. A petition under the Bankruptcy Act, or any state insolvency law, filed by or against any of the named entities.

d. Any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right or license of the Respondent to engage in any business practice or activity.

e. A subsidiary or intermediate company, parent company or holding company that was, during the last two (2) years, the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Respondent or such other party as listed above to engage in any business, practice or activity.

9. List of Exceptions (TAB 9 Limit to two pages)

This section should contain any exceptions to or deviations from the requirements of this RFP. Respondent must clearly state in writing and explain any exceptions. If there are no exceptions, a statement to that effect must be made.

Section IX – Submission Procedures for Proposals

1. Respondents must submit eight (8) hard copies of the proposal. One (1) copy must have original signatures (“Master Copy”) and seven (7) copies may have photocopied signatures.

2. The **Proposal Cover Page**, located on Page 4 of this RFP, must be completed and signed by Respondents, and then enclosed in a "sealed" 9 by 12-inch envelope. The sealed envelope is to be placed on top of Master Copy and the seven (7) copies of the Respondent's proposals.

   The information on the **Proposal Cover Page** will be publicly disclosed at the Parking Authority Board of Directors Meetings on May 10, 2022 at 4:00 p.m.

3. Respondents must submit one (1) electronic copy of the proposal on a USB drive, in either Adobe Acrobat (.pdf), or Microsoft Word (.doc) format.

4. The copy containing original signatures must be unbound and must be marked "Master Copy." The Master Copy of the proposal must be accompanied by the original **Respondent's Submission Agreement** (page 5 of this RFP) which has been completed and signed by the Respondent's representative who is authorized to bind the Respondent contractually.

5. A check, in the amount of One Hundred and Fifty Dollars ($150.00), made payable to the Baltimore City Parking Authority must be submitted with the proposal.

6. The proposals must be received by the RFP Coordinator by 4:00 p.m., Eastern Standard Time, May 10, 2022. The RFP Coordinator will not accept faxed or emailed proposals.

7. Terms and prices included in the response must be guaranteed for 120 days from the date of receipt.

8. Late proposals will not be accepted, nor will time extensions be granted. It is the sole responsibility of the Respondent to ensure receipt of proposals by the RFP Coordinator by the specified date and time and at the specified location.

9. All proposals and accompanying documentation become the property of PABC and will not be returned.

10. Proposals which are deemed incomplete by PABC may be disqualified from further consideration.

Section X – Evaluation of Proposals and Selection Criteria

1. Evaluation Procedures

The respondent must satisfy the mandatory requirements of this RFP to qualify for further consideration. The evaluation process will determine the merits of the Respondent's proposal, the approach and the relative competitive position.

2. Basis for Evaluation

The responses covering general qualifications and previous experience of the project team, scope and quality of the project, compliance with City and all other legal requirements, and the Contract Price will be evaluated on the basis of information provided in the proposal.

3. Advisory Panel

All proposals will be reviewed by an Advisory Panel that will consist of designated PABC representatives and other City or outside professionals with expertise in parking. The Advisory Panel will consider how well the respondent meets all RFP requirements as described in this RFP document.

The Advisory Panel will recommend award of a contract based on the proposal that represents the “Best Value” to the Parking Authority and to the City. Respondents may be short-listed (at PABC discretion) and/or requested to make a presentation to the Advisory Panel.

4. Evaluation Criteria

All qualified proposals will be evaluated, and award made based on the following criteria considered, to result in an award that is in the best interest of the City:

Background/Qualifications/References = 20% (please provide the following in order)

- Years in business including mergers/acquisitions (five (5) years minimum).
- Size of organization with details on resources available for project.
- Provide minimum of three (3) references that demonstrate knowledge and experience with providing similar solutions to municipalities or institutions similar in size and scope (municipal references preferred – and at least one is required). The City will contact references to determine if the services provided are similar in scope to those proposed herein and Respondent’s performance has been satisfactory.
- Qualifications including company literature and attachments (contractor newsletters, published articles concerning company/staff/equipment, sample reports, press releases, etc.).
- Names and resumes of individuals who will directly oversee project.

Requirements Assessment/Technical Fit = 30% (please provide the following in order)

- Describe, in detail, how each of the New PARCS Requirements will be met.
- The extent the proposed PARCS meets the required specifications as described in this RFP

- Solution fit and qualities: robust, customizable, adaptable, ease of use, etc.
- Technical/software fit and infrastructure requirements.
- PCI-DSS documentation demonstrates all requirements will be met
- Scope of software that is compatible with the proposed solution.

Implementation and Support Plan/Schedule = 20% (please provide the following in order)

- Method and timeline for full implementation of the PARCS, including training.
- Detailed illustration of the functionality and design of the network.
- Ability to transition to new PARCS in an active parking environment.
- Plan for ongoing customer service and support needs.
- Anticipated resource needs from PABC and its agents during and after implementation
- Ability to coordinate with the PABC as required during the system design to address the specific reporting needs of the PABC.
-
- Demonstrate ability to meet the warranty and extended service requirements
- 10-year cost of maintenance and software fees is provided.

Pricing = 30% (please provide the following in order)

- Pricing for all items listed on price evaluation form must be completed.
- Proposals must consist of itemized pricing for each unit of equipment and/or software module, as well as the services necessary to deliver a functioning system, as well as ongoing, monthly, or other services necessary to deliver and maintain a functioning system.
- The specifications listed for this project are included to establish a comparative cost baseline for the potential proposers as part of the solicitation. The City reserves the right to modify these specifications with the selected proposer.
- Price will be compared to prices received from other respondents using the following formula:
    - Lowest price (/) Each Higher Price (X) 100 (=) Points Earned
    - Total price (Item 16 on attached scoring criteria) will be used in the above formula to determine points earned for pricing.

5. Award of Contract

After its review and evaluation, the Advisory Panel will make a recommendation to the Parking Authority Board of Directors. The proposals and the recommendation of the Advisory Panel shall be considered by the Board of Directors, and the Respondent

whose proposal is determined to represent the “Best Value” to the Parking Authority and to the City shall be selected.

The Respondent selected by the Board of Directors shall cooperate with PABC staff in good faith to promptly negotiate, execute and deliver the final contract document to the City’s Board of Estimates for approval. If PABC staff and the selected Respondent fail to negotiate an agreement deemed acceptable by PABC staff, the Parking Authority reserves the right to negotiate a contract with the Respondent that it determines will provide the next best value.

6. Conflict of Interest

In the sole judgment of the Parking Authority, any and all proposals may be subject to disqualification on the basis of conflict of interest. The Parking Authority, at its sole option, may disqualify any proposal on the basis of such a conflict of interest.

Section XI – Rights Reserved by the Parking Authority

1. The Parking Authority reserves the right in its sole discretion to recommend or not recommend the award of a contract related to this RFP based upon the written proposals received by the Parking Authority; to waive minor irregularities; and to conduct discussions with any or all Respondents to serve the best interests of the Parking Authority and the City. All portions of this RFP and the Respondent’s proposal will be considered a part of the contract and will be incorporated by reference.

2. The Parking Authority reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals received as a result of this RFP.

3. No proposal may be withdrawn for a period of one hundred and twenty (120) days subsequent to the Proposal Due Date without the consent of the Parking Authority.

4. No interpretation, explanation, or clarification of the contract will be binding on the Parking Authority unless reduced to writing and signed by the Executive Director of the Parking Authority.

Exhibit A – Location of Facilities

PARKING
OF BALTIMORE CITY
AUTHORITY

Exhibit A: Location of Facilities

Arena Garage
99 S. Howard St.
Baltimore, MD 21201

Baltimore Street Garage
15 Guilford Ave.
Baltimore, MD 21202

Caroline Street Garage
805 S. Caroline St.
Baltimore, MD 21231

Fayette Street Garage
1001 E. Fayette St.
Baltimore MD, 21202

Fleet & Eden Garage
501 S. Eden St.
Baltimore, MD 21231

Franklin Street Garage
15 W. Franklin St.
Baltimore, MD 21201

JFB Lot
453 Guilford Ave.
Baltimore, MD 21202

Lexington Street Garage
510 E. Lexington St.
Baltimore, MD 21202

Little Italy Garage
400 S. Central Ave.
Baltimore, MD 21202

Marina Garage
402 Key Highway
Baltimore, MD 21230

Market Center Garage
201 N. Paca St.
Baltimore, MD 21201

Penn Station Garage
1511 N. Charles St.
Baltimore, MD 21201

St. Paul Garage
201 St. Paul Pl.
Baltimore, MD 21202

West St. Garage
40 E. West St.
Baltimore, MD 21230

Exhibit B – Equipment Listing by Facility

Exhibit B: Equipment Listing by Facility

Arena Garage – 99 S. Howard St.
Required

- 2 Ticket Dispensers
- 2 Exit Verifiers
- 4 Full Service Pay on Foot Machines
- 2 Credit Card and NFC Pay on Foot Machines
- 4 Parking Gates
- 2 Pedestrian Door Readers with Intercoms
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Baltimore Street – 15 Guilford Ave.
Required

- 2 Ticket Dispensers
- 2 Exit Verifiers
- 3 Full Service Pay on Foot Machines
- 4 Parking Gates
- 2 Pedestrian Door Readers with Intercoms
- 1 Overhead Door Interface
- 1 Overhead Door Reader
- Conduit, concrete, and other prep.

Exhibit B: Equipment Listing by Facility

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Caroline Street – 805 S. Caroline St.

Required

- 2 Ticket Dispensers
- 2 Exit Verifiers
- 2 Full Service Pay on Foot Machines
- 4 Parking Gates
- 2 Pedestrian Door Readers with Intercoms
- 1 Overhead Door Interface
- 1 Overhead Door Reader
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers

Exhibit B: Equipment Listing by Facility

- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Fayette Street – 1001 E. Fayette St.
Required

- 1 Entry Lane w/Card Reader, Intercom
- 2 Exit Lanes w/Card Reader, Intercom
- 3 Parking Gates
- 3 Overhead Door Interface
- 2 Pedestrian Door Readers w/Card Readers, Intercoms
- Conduit, concrete, and other prep.

Optional

- 1 Ticket Dispenser
- 1 Exit Verifier
- 2 Full Service Pay on Foot Machines
- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Fleet and Eden – 501 S. Eden St.
Required

- 2 Ticket Dispensers
- 2 Exit Verifiers
- 2 Full Service Pay on Foot Machines
- 2 Lane Access Card/Key Fob Readers

Exhibit B: Equipment Listing by Facility

- 6 Parking Gates
- 2 Pedestrian Door Readers with Intercoms
- 1 Overhead Door Interface
- 1 Overhead Door Reader
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Franklin Street – 15 W. Franklin St.
Required

- 1 Ticket Dispenser
- 2 Exit Verifiers
- 2 Full Service Pay on Foot Machines
- 3 Parking Gates
- 1 Pedestrian Door Reader with Intercom
- 1 Overhead Door Interface
- 1 Overhead Door Reader
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines

Exhibit B: Equipment Listing by Facility

- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Lexington – 510 E. Lexington St.
Required

- 2 Ticket Dispensers
- 2 Exit Verifiers
- 2 Full Service Pay on Foot Machines
- 4 Parking Gates
- 1 Pedestrian Door Reader with Intercom
- 1 Overhead Door Interface
- 1 Overhead Door Reader
- 1 Bike cage Door Reader w/HID Electric Lock
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Exhibit B: Equipment Listing by Facility

Little Italy – 400 S. Central Ave.
Required

- 2 Ticket Dispensers
- 1 Exit Verifier
- 2 Full Service Pay on Foot Machines
- 3 Parking Gates
- 3 Pedestrian Door Readers with Intercoms
- 1 Overhead Door Interface
- 1 Overhead Door Reader
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Marina – 402 Key Highway
Required

- 1 Ticket Dispenser
- 1 Cashier Station w/ Access Card/Key Fob Reader
- 2 Parking Gates
- 2 Ticket Validators
- Conduit, concrete, and other prep.

Optional

- 2 Full Service Pay on Foot Machines
- 1 Exit Verifier

Exhibit B: Equipment Listing by Facility

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Market Center – 221 N. Paca St.
Required

- 2 Ticket Dispensers
- 2 Exit Verifiers
- 2 Full Service Pay on Foot Machines
- 4 Parking Gates
- 2 Pedestrian Door Readers
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Exhibit B: Equipment Listing by Facility

Penn Station – 1511 N. Charles St.
Required

- 2 Ticket Dispensers
- 2 Exit Verifiers
- 2 Full Service Pay on Foot Machines
- 1 Credit Card and NFC Pay on Foot Machine
- 2 Nesting card readers
- 4 Parking Gates
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

St. Paul – 210 St. Paul Pl.
Required

- 2 Ticket Dispensers
- 2 Exit Verifiers
- 2 Full Service Pay on Foot Machines
- 4 Parking Gates
- 2 Pedestrian Door Readers
- 3 Overhead Door Interfaces
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers

Exhibit B: Equipment Listing by Facility

- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

West Street – 40 E. West St.
Required

- 1 Ticket Dispenser
- 1 Exit Verifier
- 2 Full Service Pay on Foot Machines
- 2 Parking Gates
- 2 Pedestrian Door Readers
- 1 Overhead Door Interface
- Conduit, concrete, and other prep.

Optional

- Touchless Ticket Issuance
- Touch Screens on Ticket Dispensers
- Touch Screens on Exit Verifiers
- Touch Screens on Pay on Foot Machines
- Cameras on Ticket Dispensers
- Cameras on Exit Verifiers
- Cameras on Pay on Foot Machines
- Cameras on Pedestrian Door Readers
- Digital Signage - Stand-Alone at Garage Entrance
- Digital Signage - On Side of Ticket Dispensers
- Digital Signage - On Side of Exit Verifiers
- Lighting on Parking Gates

Exhibit B: Equipment Listing by Facility

JFB Lot – 453 Guilford Ave.
Required

- 2 Parking Gates
- 2 Parking Card Readers, Pedestal, Reader Controller
- Conduit, concrete, and other prep.

Parking Authority Office - 200 W. Lombard St.
Required

- 1 PARCS Management Software w/unlimited users
- 1 Server (cloud based desired)
- 1 Credit Card Server
- 1 AR Interface
- 1 3rd Party Online Aggregators Interface
- 1 Ticket Validator
- 1 Web based Validation Suite w/ unlimited users
- 2 Validation Printers
- Conduit, concrete, and other prep.
- 10-year cost for software/license fees
- 10-year cost for maintenance (including 2 yr. warranty)

Exhibit C – Minority and Women's Business Enterprises (MBE/WBE) Program Certification Forms and Documentation

MAYOR AND CITY COUNCIL OF BALTIMORE CITY
BALTIMORE CITY CODE, ARTICLE 5, SUBTITLE 28
MINORITY AND WOMEN'S BUSINESS PROGRAM

PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code – Minority and Women's Business Program are a part of this contract and are incorporated by reference. The failure of any bidder, contractor or subcontractor to comply with Article 5, Subtitle 28 is subject to any or all of the following penalties: (1) suspension of contract; (2) withholding of funds; (3) rescission of contract based on material breach; (4) refusal to accept a bid; (5) disqualification of a bidder, contractor, or other business from eligibility for providing goods or services to the City for a period not to exceed 2 years; and (6) payment of liquidated damages. Art. 5, §28-122.

All bidders are advised to read all instructions and forms carefully. Please follow the instructions for each section of the forms. Failure to respond or properly execute the forms can result in disqualification and possible rejection of your bid.

A complete copy of Article 5, Subtitle 28 of the Baltimore City Code is available online at: https://legislativereference.baltimorecity.gov/city-codes

1. BID REQUIREMENTS

Bids must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. **Bidder must submit the following completed documents WITH THE BID:**

❑ **Part B: Statement of Intent Form(s)** – to be signed by Bidder and MBE and/or WBE.
❑ **Part D: MBE/WBE Participation Affidavit** – to be completed and signed by Bidder

Any bid that does not include a signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected. <u>MBE/WBE MUST be certified with the City of Baltimore.</u>

ONLY SUBMIT IF APPLICABLE:

❑ **Part C: Statement of Self-Performance** – to be signed by Bidder who is certified by the City as MBE and/or WBE. This is only filled out if the prime plans to self-perform to fulfill the MBE/WBE goals.
❑ **Part E: MBE/WBE Participation Waiver Request** – to be completed and submitted by Bidder if unable to meet the participation goals. (Please note: Substantial documentation must be provided to justify reasons for not being able to meet goals) Specifically, on Part E numbers one, two, and three must be addressed in detail.

2. VERIFYING CERTIFICATION

- Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified with Baltimore City by the Minority and Women's Business Opportunity

Office (MWBOO) at bid opening for the work and/or services to be performed on the contract. Art. 5, §28-48(d).

- The MBEs and WBEs named must be certified for the services they are listed to perform, and the services must be required as part of the Detailed Specifications of the contract.
- A directory of certified MBEs and WBEs is available online at https://cityservices.baltimorecity.gov/mwboo/
- County, State, or Federal certification is not acceptable, the MBE and WBE **must** be certified with the City of Baltimore.

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE's

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. Art. 5, §28-31(b) and §28-35.

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform**. Art. 5, §28-31(d).

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. Art. 5, §28-32.

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. Art. 5, §28-33.

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE's

or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. Art. 5, §28-36.

Non-Manufacturers – **Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.** Art. 5, §28-37. *Example:* If the bid amount is $100,000 and the MBE or WBE goal is 15% or $15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is $3,750 or 25% of the 15% goal.

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent. Art. 5, §28-38.

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. Art. 5, §28-39.

i) Non-Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. Art. 5, §28-41.

4. WAIVER REQUESTS

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. Art. 5, §28-62.

5. SUBSTITUTION OF MBE OR WBE

The Minority and Women's Business Opportunity Office must approve the substitution, after award of a contract, of any MBE or WBE that is included on a bidder's Statement of Intent at the time of bid opening. Any unjustified failure to comply with this requirement after award of a contract is a material breach of contract. Art. 5, §28-63(a).

6. CONTRACT REQUIREMENTS

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. Art. 5, §28-48 (e).

Before final payment, the contractor must submit the Subcontractor Utilization Form with its final payment request. The Subcontractor Utilization Form will include a list of the names of all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor, and the owner's race/ethnicity and gender.

THIS PACKAGE OF MBE AND WBE PARTICIPATION COMMITMENT FORMS, AS DETAILED IN INSTRUCTION 1. BID REQUIREMENTS, ARE DUE WITH THE BID.

MBE AND WBE PARTICIPATION
COMMITMENT FORMS

Name of Bidder (Proposer): _____

Address: _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Bid Due Date: _____

The MBE goal is _____% **The WBE goal is _____%**

If MBE Sub-Goals Apply: (the MBE sub-goals will be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: ___% Asian American: ___% Hispanic American: ___ % Native American: ___%

PART B:

MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE and WBE NAMED IN THIS BID. (You are permitted to make additional copies of this form as needed). PART A: INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3A and 3F.

Contract Number: _____

Name of Prime Contractor: _____

Name of Baltimore City Certified Subcontractor: _____

City Certification Number: _____ _____**MBE** _____**WBE**

List the City certified Work and/or Service to be performed by MBE or WBE:
(The selected MBE and/or WBE above must be City certified for the work/service being performed)
_____

_____

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

Percentage of work to be performed by MBE or WBE: _____%

Dollar Amount to be paid to MBE or WBE for work performed: $_____
(If MBE sub-goals apply, please list the percentage for this Statement of Intent.) (the MBE sub-goals would be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)
African American: ___% Asian American: ___% Hispanic American: ___ % Native American: ___%
The undersigned Prime Contractor and Subcontractor agree to enter into a contract for the work/service indicated above for the percentage and corresponding dollar amount listed to meet the MBE/WBE participation goals. This form is subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

_____ _____
Signature of Prime Contractor **(REQUIRED)** Date

_____ _____
Email Address Phone

_____ _____
Signature of MBE or WBE **(REQUIRED)** Date

_____ _____
Email Address Phone

Rev. July 26, 2022

<u>PLEASE NOTE:</u> CHANGES TO INFORMATION ON PART B: MBE/WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT THAT ARE MATERIAL TO THE AGREEMENT BETWEEN THE PRIME CONTRACTOR AND MBE OR WBE MUST BE INITIALED BY BOTH PARTIES.

PART C:

STATEMENT OF INTENT TO SELF-PERFORM

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

Name of Prime Contractor:_____

City Certification Number: _____ _____MBE _____WBE

List the City certified Work and/or Service to be self-performed:
(The Prime Contractor MBE or WBE above must be City certified for the work/service being performed)
_____

_____

Materials/Supplies to be furnished:
_____

Total Percentage of Self-Performed Work toward the MBE or WBE Goal: _____%

Total Dollar Amount of Work/Services to be
Self-Performed by the Prime Contractor on this Contract: $_____

(If MBE sub-goals apply, please list the percentage for this Statement of Intent.) (the MBE sub-goals would be listed in the solicitation, if there are no MBE sub-goals listed please leave blank)

African American: ___% Asian American: ___% Hispanic American: ___ % Native American: ___%

The undersigned Prime Contractor agrees to Self-Perform the Work/Service indicated above for the Dollar Amount and/or Percentage indicated to meet the MBE/WBE participation goals, subject to the Prime Contractor's execution of a contract with the City of Baltimore. The Prime Contractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

_____ _____
Signature of Prime Contractor (**REQUIRED)** Date

_____ _____
Email Address Phone

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges **the MBE goal of _____% and the WBE goal of _____%** for this contract. Contractor has achieved the following participation:

MBE _____ % **and** $ _____

WBE _____% **and** $_____

of the total contract amount which is $_____.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO the Subcontractor Utilization Form, canceled checks, and any other documentation and reports required by MWBOO verifying payments to the MBE and WBE firms utilized on the contract, including electronic verification.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

_____	_____
Contractor Company Name	Signature
_____	_____
Email Address and Phone	Print Name and Title

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder _____

Address _____

Contracting Agency: _____

Contract (Project) Number and Title: _____

Bid Due Date: _____

Goals on this contract……. MBE: _____% and WBE: _____%
If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___ % Native American: ___%
I have achieved……MBE: _____% and WBE: _____%
If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___ % Native American: ___%
I am requesting a waiver of……MBE: _____% and WBE: _____%
If MBE Sub-Goals Apply:

African American: ___% Asian American: ___% Hispanic American: ___ % Native American: ___%

I have contacted MWBOO for assistance: _____Yes _____No *(Check One)*

Number of MBE firms contacted: _____ *(Attach a list of names.)*

Number of WBE firms contacted: _____ *(Attach a list of names.)*

<u>Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including</u>:

(1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
(2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
(3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion
(4) **Please consult the Bidder Information Guide & MWBOO FAQ for additional waiver guidance.**

_____ _____
Signature of Authorized Company Representative Date

BIDDER SUBMISSION CHECKLIST

- ❑ You have reviewed the **Bidder Information Guide** following this checklist
- ❑ You retained the **Subcontractor Utilization Form** for submission after performing on the contract, if awarded. **This form is not to be submitted with your bid.**

— **Part B: Statement of Intent Form(s)**

- ❑ Name of Bidder and Name of MBE or WBE included at the top of the form
- ❑ Form is signed by both Bidder and MBE or WBE
- ❑ Form indicates whether the subcontractor is a MBE or WBE
- ❑ Checked MWBOO database to verify MBE and WBE certification
- ❑ Listed the MBE or WBE subcontractor's City certification number
- ❑ Checked SDAT database to verify good standing of MBE and WBE
- ❑ Detailed Brief description of work to be provided
- ❑ Detailed Materials/supplies to be provided (if applicable)
- ❑ Stated Percentage of Work to be performed
- ❑ Stated Dollar amount of work to be performed
- ❑ The percentages being performed by the MBE and WBE meet the goals set on the bid solicitation

— **Part D: MBE/WBE Participation Affidavit**

- ❑ The applicable MBE/WBE goal was entered in the first paragraph (this goal should match the goal stated in the bid solicitation)
- ❑ Stated MBE or WBE percentage (%) of work to be performed (this percentage should match the goals set on the bid solicitation)
- ❑ Stated dollar value corresponding to the percentage of work to be performed (if this is a requirements contract, this can be left blank)
- ❑ Completed Company name and address
- ❑ Signed your name
- ❑ Printed name and title of the person who signed the form

OPTIONAL FORMS, these should only be submitted if applicable

— **Part C: Statement of Self-Performance**

- ❑ You are certified MBE/WBE by Baltimore City MWBOO
- ❑ Included the percentage of work to be applied to the applicable MBE or WBE participation goal
- ❑ Self-performing percentage is not over 50%
- ❑ Detailed Brief description of work to be provided
- ❑ Detailed Materials/supplies to be provided (if applicable)
- ❑ Stated Percentage of Work to be self-performed
- ❑ Stated Dollar amount of work to be self-performed

- ❑ Form is signed by the Bidder

— **Part E: MBE/WBE Participation Waiver Request**

- ❑ **You submitted an additional document addressing questions one, two and three on Part E.**
- ❑ You exercised good faith efforts to achieve the applicable contract participation goals
- ❑ You reviewed the Bidder Information Guide for guidance regarding waivers and good faith efforts
- ❑ You detailed all efforts that were undertaken to secure MBE and/or WBE participation on this contract in the Waiver Request Form and submitted additional documentation of these efforts.
- ❑ **You have double-checked that all bid forms that will be submitted are complete, contain the required information, and are signed and dated.**

Bidder Information Guide

What are some common mistakes or omissions that I should try to avoid and things to keep in mind?

- Any bid that does not include a signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

- Any Statement of Intent Form(s) and/or MBE/WBE Participation Affidavit that are not properly executed or do not contain all required information will result in a finding of non-compliance and will be rejected.

- **Utilizing a business that is not certified with the City of Baltimore or that has an expired certification, without an extension due to a pending application for renewal, will not count towards meeting a MBE/WBE participation goal.** City Code Article 5, §28-41(d) states that <u>each bidder is responsible for verifying that all MBEs and WBEs to be used have been certified by the Office before bid opening.</u>

- The failure to exercise good faith efforts when requesting a waiver and not meeting the applicable MBE/WBE goals for the contract will result in a finding of non-compliance

- A business enterprise that is Baltimore City certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. Art. 5, §28-31(b) and §28-35.

- A bidder that is a City certified MBE/WBE may only count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE/WBE's available work capacity as calculated with the Contractor Prequalification rules. Intentions to count self-performance toward the MBE or WBE goal must be indicated on Part C: Statement of Intent to Self-Perform. A bidder's statement that they will self-perform, but the business is not City certified as a MBE/WBE, may result in the bid being found non-compliant.

- A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture. Art. 5, §28-33.

- A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to an MBE/WBE that contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder. Art. 5, §28-34.

- A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. Art. 5, §28-36.

- Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers. Art. 5, §28-37.

- A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent. Art. 5, §28-38.

- A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. Art. 5, §28-39.

- A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. Art. 5§28-41.

Is there any limitation of what services a MBE/WBE can perform that count towards the contract participation goals?

MBE/WBEs subcontractors must perform a commercially useful function. Commercially useful function is defined in the City Code as the performance of real and distinct work for which the business enterprise has the skill, expertise, and actual responsibility to perform, manage and supervise. Art. 5, §28-32. As a result, the bidder should think broadly and consider all functions and services necessary to fully perform the contract.

Can I get a waiver of the contract participation goals?

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. Art. 5, §28-62. The bidder should have previously consulted the MWBOO certification directory, https://cityservices.baltimorecity.gov/mwboo/, and made attempts to secure MBE/WBE subcontractor participation.

Each waiver request **must include documentation** of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

(1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals;

(2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs; &

(3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion.

Each waiver is reviewed individually, highly scrutinized, and will not be granted if the bidder's submission does not evidence that they undertook several steps to secure participation in good faith.

What are "good faith efforts"?

MWBOO uses the term good faith efforts in several contexts including bid participation forms, waivers, and in evaluating efforts to meet contract participation goals by bidders. All efforts **must** begin with an evaluation of the availability of certified MBE/WBEs to perform the contract services by **consulting the MWBOO certification directory**:
https://cityservices.baltimorecity.gov/mwboo/
If there are certified MBE/WBEs that can provide the goods or services under the contract the contractor/vendor must undertake efforts to contact those businesses, secure price quotes, and exercise diligence in determining if they have the capabilities and expertise to perform. The availability of MBE/WBEs strongly undercuts any request for participation goals to be waived.

The following are additional examples of actions that can show that efforts were undertaken in good faith to meet the applicable contract goals, including but not limited to:

- The bidder should solicit interest as early in the acquisition process as practicable to allow the MBE/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the MBE/WBEs are interested by taking appropriate steps to follow-up on initial solicitations.

- The bidder should identify portions of the work to be performed by MBE/WBEs in order to increase the likelihood that the MBE/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates MBE/WBE participation.

- The bidder should provide interested MBE/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

- A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBEs subcontractors, and would take a

firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBE/WBEs is not sufficient reason for a bidder's failure to meet the contract MBE/WBEs goal, as long as such costs are reasonable and not excessive.

- The bidder should engage in negotiations in good faith with interested MBE/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBEs subcontractors and suppliers and to select those portions of the work or material needed that is consistent with the available MBE/WBEs subcontractors and suppliers, so as to facilitate MBE/WBEs participation.

- Evidence of such negotiation includes: the names, addresses, and telephone numbers of MBE/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBE/WBEs to perform the work.

- Bidders should include detailed information regarding their attempts to secure participation. MWBOO cannot accept unsupported statements about efforts to secure MBE/WBE participation. **All waivers must include documentation of those efforts.** For example: you should include email correspondence with subcontractors to show their response or lack of response.

- It is insufficient to simply state that you contacted a business and provide their directory entry or contact information. It is insufficient to make arguments why you believe the goals should be waived and you should be permitted to perform the entire contract with no participation goals. It is insufficient to detail that the contract was previously granted a waiver or that you were previously awarded this contract. A promise to use MBE/WBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts or to meet the contract MBE/WBE participation goals.

- It is the bidder's responsibility to establish and document the efforts that were undertaken to secure MBE/WBE participation. **Waivers are judged solely based upon the information provided and detailed to MWBOO in the bid submission.**

- There are numerous ways to identify subcontractors to participate on the contract such as: the MWBOO certification directory, https://cityservices.baltimorecity.gov/mwboo/, attending pre-bid information sessions, business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, and/or written notices or emails to all MBE/WBEs listed in MWBOO's directory that specialize in the services or goods required to perform the contract.

- MBE/WBEs should not be rejected as unqualified without sound reasons based on a thorough investigation of their capabilities. Factors such as the contractor's standing within their industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

- Bidders should make reasonable efforts, if needed, to assist interested MBE/WBEs in obtaining bonding, lines of credit, insurance, or related assistance or services as required by the subcontractor.

- Contacting and utilizing the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices (including MWBOO); and other organizations as allowed on a case-by-case basis to assist in the recruitment and placement of MBE/WBEs. When considering a waiver, you should contact MWBOO if you feel as though you have exhausted the ability to identify additional MBE/WBEs who could perform on the contract.

MWBOO will evaluate all of the detailed efforts in determining if the bidder has exercised good faith efforts.

SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH REQUEST FOR FINAL PAYMENT

Prime Contractor's Name: _____

Contract Number and Title: _____

Total Contract Dollar Amount: _____

Provide the following information for <u>EACH</u> and <u>EVERY</u> subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND gender of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

_____ _____

Prime Contractor's Signature Date

Rev. July 26, 2022

Exhibit D – Baltimore City 2022 Prevailing Wage Rates

Affidavit of Agreement
Article 5, Subtitle 26 of the Baltimore City Code Living Wage
(Hours and Wages - Service Contracts)

To: Wage Commission
10 North Calvert Street, Suite 915
Baltimore, MD 21202

Proposal submitted by (name of firm)

_____

Address

_____

City_____State___ Zip Code__

Name of Authorized Representative

_____

The undersigned, being an authorized representative of the above stated contractor, hereby affirms our commitment to comply with Article 5, Subtitle 26 of the Baltimore City Code, 2000 Edition, and to file all required payroll reports with regard to the above stated contract.

The contractor agrees to pay its employees at least the minimum wage rate in effect at the time service is provided, and to ensure that its sub-contractors also pay the required minimum wage rate. The minimum wage rate in effect at the time of proposal shall remain in effect throughout the life of the contract, including extensions thereof. If increases are approved by the Board of Estimates in accordance with the terms of article 5, subtitle 26 of the Baltimore City Code, 2000 Edition, they shall adhere to this contract.

(Affix Corporate Seal Here Notary)

_____

Signature of Authorized Representative (Sign in blue ink only) Date

_____

Title

_____

Witness Name (Typed or Printed)

_____

Witness Signature (Sign in blue ink only) Date

CLASSIFICATION NO. 1

The following minimum hourly wage rates shall apply to all contracts in excess of One Hundred Thousand Dollars ($100,000) in connection with new building construction, major remodeling and rehabilitation of buildings and for construction, reconstruction, erection, conversion installation, alteration, renovation, razing, demolition, moving or removing on any airport, pier wharf, sewer, drain, main, conduit, machinery or mechanical, electrical or other equipment or any other operation, or work to be done or performed in, on, upon or in connection with any building, bridge over water, tunnel, tower, stack, filtration plant, waste water or sewage treatment works, pumping stations, and other such structures.

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Asbestos Workers (Insulation Mechanics)	**$39.27**	**$18.72**	**$58.04**
Boilermakers	**$17.62**	**$6.96**	**$24.58**
Bricklayers	**$34.00**	**$12.84**	**$46.84**
Carpenters/Resilient & Soft Floor Layers	**$30.34**	**$14.02**	**$44.36**
- Millwright	**$33.65**	**$18.06**	**$51.71**
- Piledriver	**$33.62**	**$15.73**	**$49.35**
Cement Mason/Plasterers	**$28.45**	**$11.47**	**$39.32**
Electricians	**$41.00**	**$18.84**	**$59.84**
Elevator Construction Mechanic	**$50.04**	**$41.42**	**$91.46**
Firestop Mechanic	**$29.41**	**$8.43**	**$37.84**
Glaziers	**$30.77**	**$22.96**	**$53.73**
Ironworkers			
- Ornamental	**$31.17**	**$24.16**	**$55.33**
- Structural	**$31.17**	**$24.16**	**$55.33**
- Reinforcing Rodmen	**$31.17**	**$24.16**	**$55.33**
- Fence Erectors	**$28.70**	**$20.66**	**$49.36**

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CLERK TO THE BOARD OF ESTIMATES

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Laborers			
- **General Laborers:** Flaggers, Tool and Material Handlers (Except Tenders), Clean-Up, Janitors,Truck Checkers, Dumpmen, Spotter, Landscape Laborer, Mulcher, Watchmen (Including Fire Watchmen)	**$18.25**	**$6.29**	**$24.54**
- **Construction Laborers:** All Laborers not otherwise classified	**$19.10**	**$6.29**	**$25.39**
- **Semi-Skilled Laborers:** Potmen, Power or Air Tool Operators, Pipelayers, Drillers Concrete Laborers, Signalmen, Small Machine Operators, Laser Beam Operators, Scaffold Builders, Caisson Laborer, Jack Hammer Operator (80 lbs. and over), Hazmat Handler	**$19.41**	**$6.29**	**$25.70**
Painters			
- Brush and Trim	**$25.06**	**$9.86**	**$34.92**
- Spackling, Taping, Wall Covering	**$25.06**	**$9.86**	**$34.92**
- Spray, Structural Steel, Steam Cleaning, Sandblasting			
Plumbers/Steamfitters/Pipefitter	**$41.92**	**$22.09**	**$64.01**
Roofers			
- Slate and Tile	**$31.26**	**$13.82**	**$45.08**
- Wood Block	**$31.26**	**$13.82**	**$45.08**
- Composition - Waterproofer	**$31.26**	**$13.82**	**$45.08**

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Clerk to the Board of Estimate

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Sheet Metal Worker (Inc. Air Balance, Metal Roofing)	**$42.67**	**$22.75**	**$65.42**
Sprinkler Fitter	**$34.40**	**$19.14**	**$53.54**
Stonemason	**$38.81**	**$18.66**	**$57.10**
Tile, Terrazzo, Marble Workers	**$31.18**	**$12.74**	**$43.92**
Tile, Terrazzo, Marble Finisher	**$25.81**	**$11.66**	**$37.47**
POWER EQUIPMENT OPERATORS			
GROUP I: Certified Crane Operators (CCO)	**$37.70**	**$16.14**	**$53.84**
GROUP II: Backfiller, backhoe, batching plants, boat captain, cableway, loader hoe, (with a front end bucket over 1 ¼ yds.), concrete mixing plant, concrete paver, derrick boat, double concrete pump, dragline, Eimco type overhead loader, elevating grader, scraper or pan type excavator (25 yds. and over), front end loader (1 ¾ yds. and over), gradall, grader, hoist (2 active drums or more), multiple conveyor, pile driving machine, power shovel, repair mechanic, shield, standard gauge locomotive, trenching machine, tunnel mucking machine, twin engine scraper, welder, whirley rig.	**$31.73**	**$13.15**	**$44.88**

APPROVED BY BOARD OF ESTIMATES

Clerk to the Board of Estimates

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
POWER EQUIPMENT OPERATORS			
GROUP III: Asphalt spreader bulldozer, bull float, loader, hoe, (with a front end bucket 1 ¼ yds. and under), concrete mixer (with skip), concrete pump, concrete spreader, scraper or pan type excavator (under 25 yds.) finishing machine, front end tractor loader (under 1 ¾ yds.), hi-lift fork lift, longitudinal float, narrow gauge locomotive, one drum hoist, power roller, screding machine, snooper/vac truck, stone crusher, stone spreader, sub-grader tractor with attachments (2 or more provided both attachments are being used).	**$29.78**	**$13.15**	**$42.93**
GROUP IV: Crawler or rubber tire tractor no attachments), compressors, elevator operator, firemen, fuel truck, grease truck, grout pump, light plant, mighty midget with compressor, single conveyor, space heaters, welding machines, welldriller, wellpoint system, deck hands, oilers (all types).	**$24.65**	**$13.17**	**$37.82**

APPROVED BY BOARD OF ESTIMATES

Clerk to the Board of Estimates

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Truck Driver			
- Goose Neck Drop Frame	**$15.82**	**$3.75**	**$19.57**
- Trailer Driver	**$15.50**	**$3.75**	**$19.25**
- Flat Bed and Pickup	**$13.89**	**$3.75**	**$17.64**
- Dump Truck Driver (Site Only) Welder Receives Rate For Craft Involved	**$12.85**	**$4.60**	**$17.45**

APPROVED BY BOARD OF ESTIMATES

Clerk to the Board of Estimates

APPRENTICESHIP RATES
PERCENTAGE OF JOURNEYMAN'S HOURLY RATE
PLUS, FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

ASBESTOS WORKERS	
First year	45
Second year	55
Third year	65
Fourth year	75
Fifth year	85

BOILERMAKERS	
First 6 months	50
Second 6 months	60
Third 6 months	65
Fourth 6 months	70
Fifth 6 months	75
Sixth 6 months	80
Seventh 6 months	85
Ninth 6 months	90

BRICKLAYERS & STONE MASONS	
First 6 months	50
Second 6 months	55
Third 6 months	60
Fourth 6 months	70
Fifth 6 months	80
Sixth 6 months	90

APPROVED BY BOARD OF ESTIMATES

By Celeste.Amato at 4:36:17 PM, 3/16/2022

Clerk to the Board of Estimates

APPRENTICESHIP RATES
PERCENTAGE OF JOURNEYMAN'S HOURLY RATE

PLUS, FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

CARPENTERS	
First year	60
Second year	70
Third year	80
Fourth year	90

CEMENT FINISHERS	
First 500 hours	50
Second 500 hours	55
Third 500 hours	60
Fourth 500 hours	65
Fifth 500 hours	70
Sixth 500 hours	75
Seventh 500 hours	80
Eighth 500 hours	90

ELECTRICIANS	
First 6 months	40
Second 6 months	40
Second year	55
Third year	65
Fourth year	70
Fifth year	75

APPROVED BY BOARD OF ESTIMATES

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PLUS FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

IRONWORKERS	
First 1,000 hours	60
Second 1,000 hours	65
Third 1,000 hours	70
Fourth 1,000 hours	75
Fifth 1,000 hours	80
Sixth 1,000 hours	85
Seventh 1,000 hours	90
Eighth 1,000 hours	95

MILLWRIGHTS	
First year	60
Second year	70
Third year	80
Fourth year	90

PAINTERS	
First 1,000 hours	55
Second 1,000 hours	70
Third 1,000 hours	85

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PLUS FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

PLASTERERS	
First 1,000 hours	50
Second 1,000 hours	55
Third 1,000 hours	60
Fourth 1,000 hours	65
Fifth 1,000 hours	70
Sixth 1,000 hours	75
Seventh 1,000 hours	80
Eighth 1,000 hours	85

PLUMBERS/STEAMFITTERS/ PIPEFITTERS	
First year	40
Second year	50
Third year	60
Fourth year	70
Fifth year	80

POWER EQUIPMENT OPERATORS	
First period	55
Second period	60
Third period	65
Fourth period	70
Fifth period	75
Sixth period	80

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PERCENTAGE OF JOURNEYMAN'S HOURLY RATE
PLUS FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

ROOFERS	
First year	55
Second year	65
Third year	75

SHEET METAL WORKERS	
First 6 months	40
Second 6 months	45
Third 6 months	50
Fourth 6 months	55
Fifth 6 months	60
Sixth 6 months	65
Seventh 6 months	70
Eighth 6 months	75
Ninth 6 months	80
Tenth 6 months	85

SHEET METAL WORKERS	
First 6 months	45
Second 6 months	50
Third 6 months	55
Fourth 6 months	60
Fifth 6 months	65
Sixth 6 months	70
Seventh 6 months	75
Eighth 6 months	80
Ninth 6 months	85
Tenth 6 months	90

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APPRENTICESHIP RATES PERCENTAGE OF JOURNEYMAN'S HOURLY RATE PLUS FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

LABORERS	
First year	70
Second year	90

LABORER'S WORK

Laborers may not assist mechanics in the performance of mechanic's work, nor use tools peculiar to established trades. Their work should be confined to the following manual tasks:

1. Digging and filling holes and trenches.
2. Loading, unloading and stockpiling materials.
3. Cleaning and sweeping.
4. Driving stakes.
5. Placing concrete and asphalt (not finishing)
6. Stripping forms.
7. Ripping out material which is to be discarded, including asbestos.
8. Clearing and grubbing.

The above definition is to preclude inadvertent misclassification of laborers.

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CLASSIFICATION NO. 2

The following minimum hourly wage rates shall apply on all construction contracts in excess of Five Thousand Dollars ($5,000) when such contracts involve work on highways and streets; and said work includes paving, repaving, construction and complete reconstruction. This classification also applies to repair, renovation or construction and reconstruction of viaducts and bridges predominately over land.

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Bricklayers	**$32.00**	**$11.56**	**$43.56**
Carpenters/Piledriver	**$30.84**	**$14.02**	**$44.86**
Concrete Mason (Finisher)	**$21.90**	**$6.35**	**$28.25**
Electricians	**$38.00**	**$18.19**	**$56.19**
Ironworkers - Structural/Reinforcing/Rigging - Fence Erectors	**$30.45**	**$22.48**	**$52.93**
Laborers			
- **General Laborers:** Flaggers, Dumpmen, Spotter, Landscape Laborer, Mulcher, Chain/Rodman	**$18.25**	**$6.14**	**$24.39**
- **Construction Laborers:** All Laborers not otherwise classified	**$18.62**	**$6.14**	**$24.76**
- **Semi-Skilled Laborers**: Form Setter	**$19.00**	**$6.14**	**$25.14**
- **Skilled Laborer:** Concrete Surfacer	**$19.61**	**$6.14**	**$25.75**
Painters - Spray, Structural Steel, Steam Cleaning and Sandblasting, Bridge	**$39.83**	**$13.77**	**$53.60**

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JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
POWER EQUIPMENT OPERATORS			
Certified Crane Operators (CCO)	**$37.70**	**$16.15**	**$53.85**
GROUP IA: Cranes, gradalls, graders, long and ultra high reach excavators, excavators (over 120,000 lbs.)	**$30.85**	**$12.10**	**$42.95**
GROUP I: Excavators (other than 120,000 lbs.) boom trucks, challenger type equipment, bull dozers (regardless of sizes), batch plants, John Deere and case type loader backhoes (regardless of size), front end loaders (1 ¼ yards and over), batch plants, concrete mixing plants, concrete pavers, curb and gutter machines, concrete pumps, drill rigs, hoists, standard gauge locomotive, sub-grader, trenching machine, scrapers (regardless of size), tunnel mucking machines, compactor with attachments, milling machines, repair mechanics and welders.	**$30.55**	**$12.20**	**$42.75**
GROUP II: Fuel/grease truck, power roller, mini-excavators, skid steer (with attachments), asphalt spreader, guard rail post pounder, concrete mixer (with slip), concrete spreader, ditch witch type trencher, narrow gauge locomotive, snooper truck, stone crusher, stone spreader, trucks (on and off road), snooper/vac truck, bull float, power sweepers, front end loaders (1 yard and under), and articulating trucks.	**$29.65**	**$12.20**	**$41.85**

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JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
GROUP III: Compressors, conveyors, firemen, grout pump, high-lift, fork lifts, light plants, Mighty Midget with compressor, space heaters, welding machines, well-drill, well-point systems, and all oilers.	**$27.59**	**$12.20**	**$39.79**
Truck Drivers - Dump Truck (Site Only)	**$14.44**	**$4.60**	**$19.04**
Welder	Receives Rate For Craft Involved.		

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APPRENTICESHIP RATES
PERCENTAGE OF JOURNEYMAN'S HOURLY RATE
PLUS FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

CARPENTERS	
First year	60
Second year	70
Third year	80
Fourth year	90

CEMENT FINISHERS	
First 500 hours	50
Second 500 hours	55
Third 500 hours	60
Fourth 500 hours	65
Fifth 500 hours	70
Sixth 500 hours	75
Seventh 500 hours	80
Eighth 500 hours	90

ELECTRICIANS	
First 6 months	40
Second 6 months	40
Second year	55
Third year	65
Fourth year	70
Fifth year	75

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APPRENTICESHIP RATES
PERCENTAGE OF JOURNEYMAN'S HOURLY RATE
PLUS FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

IRONWORKERS	
First 1,000 hours	6
Second 1,000 hours	6
Third 1,000 hours	7
Fourth 1,000 hours	7
Fifth 1,000 hours	8
Sixth 1,000 hours	8
Seventh 1,000 hours	9
Eighth 1,000 hours	9

PAINTERS	
First 1,000 hours	5
Second 1,000 hours	7
Third 1,000 hours	8

POWER EQUIPMENT OPERATORS	
First period	55
Second period	60
Third period	65
Fourth period	70
Fifth period	75
Sixth period	80

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LABORERS	
First year	70
Second year	90

LABORER'S WORK

Laborers may not assist mechanics in the performance of mechanic's work, nor use tools peculiar to established trades. Their work should be confined to the following manual tasks:

1. Digging and filling holes and trenches.
2. Loading, unloading and stockpiling materials.
3. Cleaning and sweeping.
4. Driving stakes.
5. Placing concrete and asphalt (not finishing)
6. Stripping forms.
7. Ripping out material which is to be discarded, including asbestos.
8. Clearing and grubbing.

The above definition is to preclude inadvertent misclassification of laborers.

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CLASSIFICATION NO. 3

The following minimum hourly wage rates shall apply to all contracts in excess of Five Thousand Dollars ($5,000) for sewers, drains, mains, conduits, culverts, street inlets, grading, curbing, filling, landscaping, minor excavation, alley and footway construction, reconstruction and repair except when such work is performed in connection with a contract in excess of One Hundred Thousand Dollars ($100,000) and falls within the property line of a building or other structure under construction or to be constructed, in which case such work shall be done under Classification No. 1.

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Bricklayers	**$13.98**	**$2.64**	**$16.62**
Carpenters/Piledriver	**$13.45**	**$2.66**	**$16.11**
Concrete Mason (Finisher)	**$11.97**	**$1.72**	**$13.69**
Ironworkers	**$12.21**	**$3.11**	**$15.32**
Laborers - Form Setter (Curb) - Concrete Surfacer	**$7.75** **$8.35** **$9.50**	**$1.23** **$1.23** **$1.23**	**$8.98*** **$9.58*** **$10.73***
Pipe Layer	**$8.30**	**$1.23**	**$9.53***
Plumber/Steamfitter/Pipefitter	**$8.00**	**$1.90**	**$9.90***

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JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
POWER EQUIPMENT OPERATORS			
GROUP I: Power shovel, gradall power crane, front-end loader (over 2 yds.), twin engine scoop, concrete paver.	**$19.75**	**$8.10**	**$27.85**
GROUP II: Grader, loader hoe, mechanic, welder.	**$18.75**	**$8.10**	**$26.85**
GROUP III: Concrete mixer (up to 2 bags), stone crusher, hi-lift or front-end loader (up to 2 yds.), power roller, bulldozer, scraper or pan type excavator, crawler or rubber tire tractor (no attachments), subgrader, asphalt spreader, job site plant operator.	**$17.85**	**$8.10**	**$25.95**
GROUP IV: Conveyors, pumps, wheel tractor (no attachments), air compressor, oiler (all types).	**$15.79**	**$8.10**	**$23.89**
Truck Drivers - Dump Truck (Site Only)	**$10.25**	**$2.70**	**$12.95**
Welder	**Receives Rate For Craft Involved.**		

***MUST PAY CURRENT LIVING WAGE HOURLY RATE**

After July 1, 2020, the hourly rate is to increase to $12.36 per hour to insure compliance with the City of Baltimore Living Wage Law.

After July 1, 2019, the hourly rate is to remain at $12.06 per hour to insure compliance with the City of Baltimore Living Wage Law.

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BRICKLAYERS & STONE MASONS	
First 6 months	50
Second 6 months	55
Third 6 months	60
Fourth 6 months	70
Fifth 6 months	80
Sixth 6 months	90

CARPENTERS	
First year	60
Second year	70
Third year	80
Fourth year	90

CEMENT FINISHERS	
First 500 hours	50
Second 500 hours	55
Third 500 hours	60
Fourth 500 hours	65
Fifth 500 hours	70
Sixth 500 hours	75
Seventh 500 hours	80
Eighth 500 hours	90

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APPRENTICESHIP RATES
PERCENTAGE OF JOURNEYMAN'S HOURLY RATE
PLUS, FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

ELECTRICIANS	
First 6 months	40
Second 6 months	40
Second year	55
Third year	65
Fourth year	70
Fifth year	75

IRONWORKERS	
First 1,000 hours	60
Second 1,000 hours	65
Third 1,000 hours	70
Fourth 1,000 hours	75
Fifth 1,000 hours	80
Sixth 1,000 hours	85
Seventh 1,000 hours	90
Eighth 1,000 hours	95

PLUMBERS/STEAMFITTERS/ PIPEFITTERS	
First year	40
Second year	50
Third year	60
Fourth year	70
Fifth year	80

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APPRENTICESHIP RATES
PERCENTAGE OF JOURNEYMAN'S HOURLY RATE
PLUS FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

LABORERS	
First year	70
Second year	90

LABORER'S WORK

Laborers may not assist mechanics in the performance of mechanic's work, nor use tools peculiar to established trades. Their work should be confined to the following manual tasks:

1. Digging and filling holes and trenches.
2. Loading, unloading and stockpiling materials.
3. Cleaning and sweeping.
4. Driving stakes.
5. Placing concrete and asphalt (not finishing)
6. Stripping forms.
7. Ripping out material which is to be discarded, including asbestos.
8. Clearing and grubbing.

The above definition is to preclude inadvertent misclassification of laborers.

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CLASSIFICATION NO. 4

The following minimum hourly wage rates shall apply on all contracts in excess of Five Thousand Dollars ($5,000) in connection with residential construction or rehabilitation consisting of single family houses and garden type apartments up to and including four stories.

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS
Bricklayers	**$21.60**	**$0.00**
Carpenters (Drywall Hanging and Metal Stud Installer)	**$16.36**	**$0.62**
Carpenter (Batt Insulation Only)	**$11.88**	**$0.50**
Carpenter (All Other Work)	**$19.41**	**$3.11**
Concrete Mason/ Finisher	**$18.92**	**$0.00**
Electricians	**$22.59**	**$0.81**
Ironworkers, Ornamental	**$17.31**	**$0.00**
Laborers		
- Unskilled	**$13.81**	**$0.00**
- Landscape	**$13.81**	**$0.00**
- Mason Tenders, Brick	**$13.81**	**$0.00**
- Mason Tenders, Cement/Concrete	**$13.81**	**$0.00**
	$20.25	**$2.06**
Operators		
- Backhoe	**$18.40**	**$4.42**
- Bulldozer	**$18.40**	**$4.42**
- Loader		
Pipe Layer	**$16.19**	**$2.15**
Painters (Brush & Roller)	**$15.23**	**$0.70**
Plumber		
- Brush & Roller	**$17.60**	**$0.00**
- HVAC Pipe Installation Only	**$26.80**	**$0.00**
- Excludes HVAC Pipe Installation	**$20.48**	**$0.00**

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JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS
Roofer	**$26.80**	**$0.00**
Sheet metal Worker	**$18.82**	**$1.20**
Sprinkler Fitter	**$26.06**	**$6.52**
Welder	**Receives rate prescribed for craft performing operation to which welding is incidental.**	

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LABORER'S WORK

Laborers may not assist mechanics in the performance of mechanics' work, nor use tools peculiar to established trades. Their work should be confined to the following manual tasks:

1. Digging and filling holes and trenches.
2. Loading, unloading and stockpiling materials.
3. Cleaning and sweeping.
4. Driving stakes.
5. Placing concrete and asphalt (not finishing).
6. Stripping forms.
7. Ripping out material which is to be discarded, including asbestos.
8. Clearing and grubbing.

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CLASSIFICATION NO. 5

The following minimum hourly wage rates shall apply on all contracts in excess of Five Thousand Dollars ($5,000), but not more than Three Hundred Fifty Thousand ($350,000) for services, maintenance, repair and minor remodeling. All "Requirement Contracts" of the Bureau of Purchases shall also be performed under this classification regardless of amount. This classification applies to contracts for work described in Classification No. 1 that are in excess of Five Thousand Dollars ($5,000), but less than One Hundred Thousand Dollars ($100,000).

JOURNEYMEN	HOURLY RATE	FRINGE BENEFITS	TOTAL
Asbestos Workers (Insulation Mechanics)	**$39.27**	**$18.77**	**$58.04**
Boilermakers	**$17.62**	**$6.96**	**$24.58**
Bricklayers & Stone Masons	**$34.00**	**$12.84**	**$46.84**
Carpenters/Piledriver/ Resilient Soft Floor	**$24.84**	**$11.90**	**$36.74**
Millwrights	**$27.96**	**$11.90**	**$39.86**
Concrete Mason/ Plasters	**$19.65**	**$3.24**	**$22.89**
Electricians	**$41.00**	**$18.84**	**$59.84**
Elevator Construction Mechanic	**$29.91**	**$14.23**	**$44.14**
Elevator Constructors	**$20.93**	**$14.23**	**$35.16**
Ironworkers	**$26.73**	**$14.29**	**$41.02**
Laborers	**$12.58**	**$9.42**	**$22.00**
Marble Masons	**$14.48**	**2.17**	**$16.65**
Painters			
- Bush & Trim	**$25.06**	**$9.86**	**$34.92**
- Spackling, Taping, Wall Covering	**$25.06**	**$9.86**	**$34.92**
- Spray, Structural Steel, Steam Cleaning and Sandblasting, Bridge	**$30.20**	**$9.40**	**$39.60**
Plumbers/Steamfitter/Pipefitter	**$41.92**	**$22.09**	**$64.01**

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ASBESTOS WORKERS	
First year	45
Second year	55
Third year	65
Fourth year	75
Fifth year	85

BOILERMAKERS	
First 6 months	50
Second 6 months	60
Third 6 months	65
Fourth 6 months	70
Fifth 6 months	75
Sixth 6 months	80
Seventh 6 months	85
Ninth 6 months	90

BRICKLAYERS & STONE MASONS	
First 6 months	50
Second 6 months	55
Third 6 months	60
Fourth 6 months	70
Fifth 6 months	80
Sixth 6 months	90

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CARPENTERS	
First year	60
Second year	70
Third year	80
Fourth year	90

CEMENT FINISHERS	
First 500 hours	50
Second 500 hours	55
Third 500 hours	60
Fourth 500 hours	65
Fifth 500 hours	70
Sixth 500 hours	75
Seventh 500 hours	80
Eighth 500 hours	90

ELECTRICIANS	
First 6 months	40
Second 6 months	40
Second year	55
Third year	65
Fourth year	70
Fifth year	75

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IRONWORKERS	
First 1,000 hours	60
Second 1,000 hours	65
Third 1,000 hours	70
Fourth 1,000 hours	75
Fifth 1,000 hours	80
Sixth 1,000 hours	85
Seventh 1,000 hours	90
Eighth 1,000 hours	95

MILLWRIGHTS	
First year	60
Second year	70
Third year	80
Fourth year	90

PAINTERS	
First 1,000 hours	55
Second 1,000 hours	70
Third 1,000 hours	85

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PLASTERERS	
First 1,000 hours	50
Second 1,000 hours	55
Third 1,000 hours	60
Fourth 1,000 hours	65
Fifth 1,000 hours	70
Sixth 1,000 hours	75
Seventh 1,000 hours	80
Eighth 1,000 hours	85

PLUMBERS/STEAMFITTERS/ PIPEFITTERS	
First year	40
Second year	50
Third year	60
Fourth year	70
Fifth year	80

POWER EQUIPMENT OPERATORS	
First period	55
Second period	60
Third period	65
Fourth period	70
Fifth period	75
Sixth period	80

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ROOFERS	
First year	
Second year	
Third year	

SHEET METAL WORKERS	
First 6 months	40
Second 6 months	45
Third 6 months	50
Fourth 6 months	55
Fifth 6 months	60
Sixth 6 months	65
Seventh 6 months	70
Eighth 6 months	75
Ninth 6 months	80
Tenth 6 months	85

SHEET METAL WORKERS	
First 6 months	45
Second 6 months	50
Third 6 months	55
Fourth 6 months	60
Fifth 6 months	65
Sixth 6 months	70
Seventh 6 months	75
Eighth 6 months	80
Ninth 6 months	85
Tenth 6 months	90

APPROVED BY BOARD OF ESTIMATES

By Celeste.Amato at 4:36:17 PM, 3/16/2022

Clerk to the Board of Estimate

APPRENTICESHIP RATES
PERCENTAGE OF JOURNEYMAN'S HOURLY RATE
PLUS FULL JOURNEYMAN'S FRINGE BENEFTIS (UNLESS PARTIAL FRINGE BENEFITS ARE APPROVED BY THE MARYLAND APPRENTICESHIP AND TRAINING COUNCIL)

LABORERS	
First year	70
Second year	90

LABORER'S WORK

Laborers may not assist mechanics in the performance of mechanic's work, nor use tools peculiar to established trades. Their work should be confined to the following manual tasks:

1. Digging and filling holes and trenches.
2. Loading, unloading and stockpiling materials.
3. Cleaning and sweeping.
4. Driving stakes.
5. Placing concrete and asphalt (not finishing)
6. Stripping forms.
7. Ripping out material which is to be discarded, including asbestos.
8. Clearing and grubbing.

The above definition is to preclude inadvertent misclassification of laborers.

APPROVED BY BOARD OF ESTIMATES

Clerk to the Board of Estimate

Exhibit E – Baltimore Apprentice Trainee Program (BATP) Certification Forms and Documentation

MAYOR AND CITY COUNCIL OF BALTIMORE, MARYLAND

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

PART I.

The City of Baltimore has established an Apprenticeship Trainee Program which requires all bidders on City Construction Projects costing $1,000,000.00 dollars or more to participate in an Apprenticeship/OJT Training Program certified by the State of Maryland.

Training and upgrading of minorities and women toward journeyperson status is a primary objective of this Training Provision. The purpose for this objective is to insure a pool of qualified minorities and women to replace those journeypersons who, in the natural course of events will leave the workforce.

The bidder, shall commit to use its best efforts to meet the BATP requirements set forth in these contract documents. If awarded this contract, the bidder shall notify each firm with which the bidder proposes to contract, of the BATP requirements and make these requirements a material part of the subcontract where appropriate.

The bidder hereby designates:

NAME _____

TITLE _____

PHONE # _____

as the person who has been charged by the bidder with the responsibility for carrying out and reporting the bidders compliance with this program.

1. The Bidder shall use its best efforts to comply with the BAT Program requirements set forth in these contract documents. Failure to implement and carry out the BAT Program requirements set forth in these contract documents shall be a material breach of this contract and grounds for termination of the contract.

2. The contractor shall prepare and submit to the contracting agency a plan for apprentice participation together with the construction schedule. The agency engineer shall designate the number of trainees and hours to be utilized and the area in which the trainees are to be required.

A. The draft construction schedule submitted to the contracting agency shall include a copy of the state certified apprentice/ojt program in which the bidder is participating, required labor resources by trade in order to determine the availability of apprentice opportunities, and a trade breakdown of anticipated participation by apprentices. The construction schedule and any updates shall include the apprentice participation by trade.

B. Apprentice participation shall be distributed throughout each technical discipline or trade designated by the engineer.

C. The contracting agency will review and approve the apprenticeship participation plan and forward a copy of the approved plan to MWBOO.

D. Goals for trainees will be based on the contractor's current utilization (Exhibit I in the contract document) and the availability of minorities and females in specified trade areas as indicated in the publication of the Maryland Department of Labor, Licensing and Regulation, Office of Labor Market Analysis and Information.

E. The specific efforts proposed to be undertaken by the contractor or its subcontractors if additional efforts are required to implement the BAT Program.

F. With each progress payment request, the contractor shall submit a BAT Program Report (AA2A) and a written projection for the following month of Apprentice hourly participation by trade.

G. The BAT Program participation plans shall apply to all change orders and extra work orders.

H. Requests for modifications or amendments of the contractors must be submitted to the contracting agency with copies to MWBOO.

The contractor will receive a written response to the request.

PART II. AFFIDAVIT

The undersigned, being first duly sworn, on oath states to the City of Baltimore on behalf of the bidder as follows:

1. The bidder gives assurance that it will provide opportunity for training and employment for minorities and women in apprenticeship positions, and other positions whether with the bidder or subcontractors, employed on the project.

2. The bidder gives assurance that it will use its best efforts to comply with the BAT Program.

3. The bidder will maintain records in an easily retrievable and understandable form that will document any and all openings and opportunities for apprentice/trainee and, where appropriate, will make these requirements a part of all subcontract agreements on this project.

4. Bidder acknowledges that any and all bids which fail to include this form duly executed and notarized with the M/WBE portion of the bid documents may be declared as non-responsive by the Baltimore City Board of Estimates.

5. The bidder agrees to submit all forms as required in Part I & III of this document.

_____ _____

Name of Bidder Name of Project Contract

By _____

Title _____ Date _____

I hereby certify that on this _____ day of _____, 20___, before me the subscriber, a Notary Public of the State of _____, in and for _____ _____City or County, personally appeared _____ who acknowledged himself-herself to be the (title) _____ of (company) _____ and being duly authorized, executed the foregoing affidavit for the purposes and uses therein contained.

_____
Signature of Notary Public

_____ (SEAL)
My Appointment Expires

THE BALTIMORE APPRENTICE TRAINEE PROGRAM (BATP)

INSTRUCTIONS

Part III

I. Advertisement for Construction Bids (Contracting Agency)

All bid advertisements for construction projects where the cost is estimated to be $ 1,000,000.00 or more shall include the following language:

"The City of Baltimore has established an apprentice participation program requirement for this contract."

II. Bid Documents

All bid documents where the cost of the bid is estimated to be $1,000,000.00 or more shall include the BATP BID FORM unless otherwise determined by the agency engineer.
The BATP Bid Form Must Be Submitted With the Bid.

III. Pre-Bid Conference

If there is a pre-bid conference, an MWBOO Compliance Representative shall be present to discuss the BAT Program.

IV. The following forms must be submitted as indicated.

A. The Plan for the Apprenticeship Participation must be completed and submitted for each area of training as designated by the agency engineer before the notice to proceed is issued.

B. The Maryland Apprenticeship Agreement forms must be submitted with each Progress Payment request to the contracting agency or as new trainees are hired.

C. With each progress payment request, the prime contractor must submit the MWBOO AA2 and AA2A to the contracting agency.

D. If an apprentice is terminated, the contracting agency shall be informed within 10 working days. A new Apprentice Agreement form on the replacement trainee should be attached.

E. MWBOO forms AA1 and 1A shall be submitted semi-annually on June 30th and December 31st of each year to the contracting agency.

ATTACHMENT

V. Penalties and Sanctions

A. A determination by the Board of Estimates after recommendation by the Minority and Women's Business Opportunity Office (MWBOO) that the contractor has failed to comply with any portion of the BATP rules as herein provided and described, or its approved apprenticeship plan, shall subject the offending party to any or all of the following:

1. suspension of contract;
2. withholding of funds;
3. rescission of contract based upon a material breach of contract;
4. disqualification of a bidder, contractor for a period of not to exceed two years;
5. payment of liquidated damages.

B. Violation; disqualification. It is a violation of this program to:

1. Willfully falsify, conceal or cover up by a trick, scheme or device a material fact, or make any false, fictitious or fraudulent statements or representations or make use of any false, fictitious or fraudulent statement or entry.
2. Willfully obstruct, impede, or attempt to obstruct or impede any authorized official or employee who is investigating the validity of any activity under the BATP

BALTIMORE APPRENTICE TRAINEE PROGRAM
TRAINEE REVIEW

PROJECT NUMBER:_____ DATE:_____
PROJECT NAME:
CONTRACTOR:
_____
TRAINEE'S SUPERVISOR:_____
CONTRACTOR'S EEO OFFICER:_____

Name	Race	Classification	Rqd. Prog. Hrs.	Actual Training for the Month	Actual Training Hours to Date	Min. Rate	Pres. Rate	Jrnymn. Rate
1.								
2.								
3.								
4.								
5.								
7.								
8.								
9.								

MWBOO (AA2)
12/00

To Be Submitted With Each
Payout Request by the Subcontractor
to the Prime Contractor

Signed:_____
Date:_____

CITY OF BALTIMORE

SEMI ANNUAL TRAINEE REPORT

ADMINISTRATION CENTER	PERIOD ENDING	LEGEND BA – BLACK AMERICAN AMERICAN	AI – AMERICAN INDIAN HA – HISPANIC AMERICAN	AA – ASIAN

LINE NO	TRAINING CLASSIFICATION A	NUMBER RECEIVING TRAINING DURING REPORT PERIOD B						NUMBER STARTING TRAINING DURING REPORT PERIOD C						NUMBER COMPLETING TRAINING DURING REPORT PERIOD D						TOTAL HRS OF TRAINING DURING PERIOD
		TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL	BA	AA	AI	HA	O	TOTAL
03	EQUIPMENT OPERATOR																			
04	MECHANICS																			
05	TRUCK DRIVERS																			
06	IRON WORKERS																			
07	CARPENTERS																			
08	CEMENT MASONS																			
09	ELECTRICIANS																			
10	PIPEFITTERS																			
11	PAINTERS																			
12	OTHER SKILLS																			
13	**TOTAL**																			

14	NUMBER OF FEMALES RECEIVING TRAINING		NUMBER OF FEMALES STARTING TRAINING		NUMBER OF FEMALES COMPLETING TRAINING	
NUMBER OF NEW HIRES RECEIVING TRAINING			NUMBER IN APPRENTICESHIP TRAINING		NUMBER OF TERMINATIONS PRIOR TO COMPLETION OF TRAINING	
NUMBER OF UPGRADES RECEIVING TRAINING			NUMBER IN OTHER JOB TRAINING		NUMBER OF PROJECTS UNDER WAY DURING REPORTING PERIOD AND CONTAINING TRAINING SPECIAL PROVISIONS	

COMMENTS:

REPORT PREPARED BY (SIGNATURE) AND TITLE OF CITY OFFICIAL	DATE	AA1

CONTRACT NO: **TRAINEE'S NAME:**_____
PROJECT NAME:
START DATE:_____
SUBCONTRACTOR:_____WAGE RATE:_____

MONTH	YEAR		PHASES														
DATE	DAILY TOTAL																
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	
21																	
MONTHLY TOTAL																	
PREV. TOTAL																	
GRAND TOTAL																	
REQ'D HOURS																	

CERTIFIED CORRECT BY _____DATE:

INSTRUCTOR'S COMMENTS:

_____.
_____.
_____.

DISTRIBUTION: Original Project Engineer:
MWBOO (AA2A)

REVIEWED BY:
CITY OF BALTIMORE

_____.
SIGNATURE

_____.
DATE

BALTIMORE APPRENTICE TRAINEE PROGRAM CONTRACTOR'S SEMIANNUAL TRAINEE REPORT	PROJECT NO
	PROJECT NAME

INSTRUCTIONS - This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractor under it) who has received training during the reporting period under the training special provisions (a part of the contract proposal). The report is to be submitted by the 10th of the month following the reporting period (July 10**,** and January 10). The original of this report is to be furnished to the trainer and two copies submitted to the City of Baltimore

1. NAME OF CONTRACTOR NAME OF SUBCONTRACTOR (IF APPLICABLE)		1.A. ADDRESS
2. NAME OF TRAINEE	2A. SEX (check one) _____M _____ F	2.B. ADDRESS
3. AGE OF TRAINEE	4. SOCIAL SECURITY NO.	5. EMPLOYEE STATUS (check one) _____ NEW HIRE _____ UP-GRADE

6. ETHNIC GROUP DESIGNATION (check one)

_____Black American _____ Hispanic American _____ American Indian _____ Asian American _____ White

7. SUMMARY OF PREVIOUS TRAINING (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS)

8. JOB CLASSIFICATION OF TRAINEE	9. DATE TRAINING STARTED ON THIS CONTRACT	10. TYPE OF ON THE JOB TRAINING (Check one) _____ Apprenticeship _____ Other

REPORTING PERIODS

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 30, as applicable in

HOURS OF TRAINING DATA								
11. PROVIDED DURING REPORT PERIOD								
12. PROVIDED TO DATE								
13. REMAINING TO COMPLETE THE APPROVED PROGRAM								
14. TERMINATION (IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)								
15 REPORT PREPARED BY (SIGNATURE AND TITLE OF CONTRACTOR'S REPRESENTATIVE)						16 DATE		
17 REPORT REVIEWED BY (SIGNATURE AND TITLE OF CITY OF BALTIMORE OFFICIAL						18 DATE		

MWBOO (1A)

Exhibit F – Local Hiring Law Documentation Certification Forms and Documentation

Rules and Regulations

1.The Local Hiring Law (Council Bill 12-0159) (the "Law") is applicable to all City contracts that are greater than $ 300,000.00, or agreements authorizing assistance that are within the terms of §27-2 of the Law executed by the City on or after the Law's effective date, December 23, 2013. The Law requires compliance by vendors/contractors and their subcontractors regardless of the subcontractor award amount and by all persons benefitting from an agreement involving more than $ 5,000,000.00 in assistance for a City subsidized project.

2. The Law applies to the original term of the contract award greater than $300,000.00, in addition to any contract modification (amendment, renewal, extra work or change order). Whether a City subsidized project is subject to the Law shall be finally determined when an agreement authorizing assistance valued at more than $5,000,000.00 is executed by the City.

3. Any contract that was originally subject to the Employ Baltimore Executive Order and the dollar amount of the contract increases to over 300K, will become subject to the Local Hiring Law.

4. All City bids, RFP's and requests for bid packages and final contracts must include reference to the requirements of the Law. All bid documents and contracts subject to the Law will include a section referencing the requirements of the Law. The bidder's signature will verify a commitment to abide by the Law.

5.Upon contract award or approval of an agreement for subsidy covered by the Law, the contracting city agencies or agencies entering into an agreement for the City subsidized project must immediately complete the Mayor's Office of Employment Development (MOED) Vendor Contact form, providing contact information for each vendor/contract awarded and each beneficiary of a qualifying City subsidized project. MOED will contact the vendor or beneficiary upon receipt of the completed form from the city agency.

6. Within two weeks of the contract award or agreement for a City subsidized project covered by the Law, the awardee must work with a representative of the Mayor's Office of Employment Development (MOED) to complete an Employment Analysis that will project the total workforce and the "new hires" in the Baltimore area needed to fulfill the contract/agreement. That Analysis shall include all information reasonably required by MOED showing at a minimum general location (Baltimore area or not) of all workforce positions required to complete the contract/agreement.

7. Vendors who report that they do not have any "employees needed for the contract" at the initial workforce meeting or on the required monthly Employment Report form must meet with the City Agency to discuss how the work is getting done and how the funding is being utilized.

8. A Local Hiring Review Committee ("LHRC") will be established. The LHRC will be comprised of representatives/designees from the following:

- Office of the City Council President

- Office of the Deputy Chief of Economic Development and Neighborhoods
- Mayor's Office of Employment Development
- Office of the Director of Finance
- Baltimore City's Procurement Office- Bureau of Purchases
- Baltimore City Department of Transportation
- Baltimore City Department of Public Works
- Baltimore Development Corporation
- Baltimore City Law Department
- Community Resident to be appointed by the President of the City Council

The LHRC will appoint a chair and meet no less than quarterly and as frequently as needed. Its primary role will be to review the monthly Employment Reports and to make recommendations to MOED regarding the approval or denial of any waiver requests made. The LHRC will also recommend to the Board of Estimates potential penalties and debarment for persons and others subject to the Law that has not complied with the Law. MOED will coordinate the materials to be presented to the LHRC and provide it with administrative staff support.

9. Vendors and others subject to the Law must submit Monthly Employment Reports by the fifth business day of the month for the preceding month beginning no later than 90 days after the Board of Estimates has awarded the contract or approved the agreement. City agency directors will be notified of persons or others subject to the Law that do not submit reports by the due date; continued delinquent persons or others subject to the Law will be reported to the LHRC.

10. Vendors and others subject to the Law that have binding collective bargaining agreements with unions will be granted a waiver from only utilizing MOED recruitment services, since they are bound by union regulations to utilize union halls. However, the persons or others subject to the Law must still meet the 51% residency requirement on new hires and must submit the monthly Employment Reports as required by the Law.

11. If MOED cannot fill a job posting provided by a vendor or others subject to the Law within the seven-day period, the person or others subject to the Law must still meet the 51% residency requirement on new hires. This requirement will only be waived if : 1) the person or others subject to the Law requests a waiver in writing and can provide documentation that they made good faith efforts in the form of job posting and other recruitment methods and that there were insufficient qualified applicants to fill the available new positions or ; 2) the bidder is able to confirm in the bid process that the contract will be only for services that will be performed or for products that will be manufactured outside the Baltimore Metropolitan Area and as such, no new positions will be called for in Baltimore area.

12. The Law is not applicable to a contract or an agreement that is made by the City, or on its behalf with any person in the event of an emergency pursuant to Article VI, § 11 (e)(ii) of the Baltimore City Charter.

12. Definitions:

a. *Good Faith Effort* is defined as a set of activities conducted by the contractor/vendor or other person which demonstrate multiple types of outreach efforts have been made to City residents including, but not limited to: ads in local papers, paid local job boards, information to local educational and workforce organizations, as well as an objective review and rating of resumes of city residents. (§ 27-6 (B) (1)

b. *Substantially below appraised value* is the sale or transfer of land applicable to property that has been approved and sold for an amount below 30% of the appraised value. (§ 27-1 (C) (1))

c. "*Satisfactory Special Workforce Development Training or Placement Arrangement"* is defined as a written agreement with MOED or a recognized workforce partner for a customized training or On-The-Job-Training opportunity leading to unsubsidized employment. (§27-6(B) (3))

Rev 12/2018

Exhibit G – Employ Baltimore Certification Forms and Documentation

FROM			CITY of BALTIMORE MEMO
	NAME & TITLE	Karen Sitnick, Director	
	AGENCY NAME & ADDRESS	Mayor's Office of Employment Development 417 E. Fayette Street, Suite 468	
	SUBJECT	**Revised Employ Baltimore Executive Order**	

TO

DATE: December 10, 2013

The Honorable President and Members of the
Board of Estimates

Dear Mr. President and Members:

ACTION REQUEST OF BOARD OF ESTIMATES:

To approve the revised Employ Baltimore Executive Order relating to all city awarded contracts of $ 50,000.01 to $ 300,000.00, except for professional services and emergency services contracts. This revised Executive Order supersedes the Resolution of the Board of Estimates for the Employ Baltimore Executive Order that was signed by the Mayor on June 9, 2011.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

MDS 12/13/13

N/A

BACKGROUND/EXPLANATION:

This revision will align the Employ Baltimore Executive Order with the Local Hiring Law which becomes effective on December 23, 2013, and relates to all city awarded contracts over $ 300,000.00 except for professional services and emergency services contracts. The purpose of Employ Baltimore is to expand employment opportunities for Baltimore City residents by encouraging businesses that are awarded municipal contracts to utilize the city's local workforce delivery system to recruit qualified city residents to fill their open jobs. It is designed to maximize the impact of public spending by increasing the labor market participation of Baltimore citizens and stimulating the local economy.

APPROVED BY BOARD OF ESTIMATES

DEC 18 2013 — Date

Bernice H. Taylor — Clerk

Veobia Akilo (410) 396-1910

EXECUTIVE ORDER

WHEREAS, the Mayor and City Council of Baltimore ("City") wishes to encourage all contractors awarded City contracts to agree to employ skilled and qualified Baltimore City residents to meet the contractor's employment needs created as a result of the award of a City contract; and

WHEREAS, the Mayor's Office of Employment Development ("MOED") has established the **EMPLOY BALTIMORE** program designed to create opportunities for businesses that receive City contracts to meet their workforce needs; to access qualified City job seekers; and to ensure that City dollars contribute to the local economy; and

WHEREAS, MOED has a roster of Baltimore City residents, who are skilled and qualified for immediate employment by City contractors; and

WHEREAS, MOED wishes to establish and maintain an ongoing relationship with City contractors in an effort to address current and future employment and/or training needs; and

WHEREAS, increasing employment participation of City residents is good business and a means to improve Baltimore City's employment rate.

NOW, THEREFORE, I, Stephanie Rawlings-Blake, Mayor of the City of Baltimore, by virtue of the authority vested in me by the Charter of Baltimore City, do hereby promulgate the following **EXECUTIVE ORDER:**

1. This Executive Order shall apply to contracts awarded by the City that are in the amounts of $50,000.01 to $300,000.00, except for professional service contracts and emergency contracts.

2. Bidders on all contracts awarded by the City in the amounts of $50,000.01 to $300,000.00, except for professional service contracts and emergency contracts, shall complete the **Employ Baltimore Certification Statement** contained in the Bid Document and submit it with their bids.

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

4. Should the contractor's workforce plan indicate a need to fill new jobs, the contractor must agree to post these positions through MOED and its One Stop Career Center Network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified City residents to the contractor as candidates for these job opportunities.

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

6. A copy of this **Executive Order** shall be included in all bids, requests for proposals and/or contracts.

7. This **Executive Order** applies to all applicable City contracts entered into on or after December 23, 2013.

8. This **Executive Order** supersedes the Resolution of the Board of Estimates for the Employ Baltimore Executive Order signed by the Mayor on June 9, 2011, and shall take effect immediately.

IN WITNESS HEREOF, I HAVE HEREUNTO PLACED MY HAND AND THE GREAT SEAL OF THE CITY OF BALTIMORE THIS

_____ DAY OF

_____, 2013.

STEPHANIE RAWLINGS-BLAKE, MAYOR

Approved As To Form and Legal Sufficiency By The Law Department Of Baltimore City:

Michael Schrock
Chief Solicitor

ATTEST:

Custodian of City Seal

Alternate

APPROVED BY THE BOARD OF ESTIMATES:

DEC 1 8 2013

Date

Clerk

Employ Baltimore

Requirements

1. Complete the *Employ Baltimore* "Certification Statement" contained in the bid document and submit it with your bid package.

2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the contract award to schedule a meeting. At this meeting MOED will review your workforce/employment plan; explain the employment report requirements and discuss other workforce services available. You will not receive your first payment from the contract until MOED verifies with the contracting city agency that the meeting has been scheduled.

3. Should the workforce plan indicate a need to fill new jobs, the company will agree to post these positions through MOED and its One Stop Career Center network for a period of seven (7) days prior to publicly advertising the openings. This will enable MOED to identify and refer qualified city residents as candidates for these job opportunities.

4. Complete the "Employment Reports" as required on June 30th and December 31st during each year of the contract and at contract completion. Submit "Employment Reports" to:

   Employ Baltimore
   Mayor's Office of Employment Development
   3001 E. Madison Street
   Baltimore, Maryland 21205
   - or -
   employbaltimore@oedworks.com

   The City will not release a final payment or any retainage held by the City until MOED verifies that the Employment Reports have been submitted.

5. Businesses awarded construction contracts that fully participate in the Employ Baltimore program and comply with the conditions listed in the certification statement may receive an early release or reduction in the retainage fee assigned to the contract.

To Schedule Your Meeting with MOED Please Contact:

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

Employ Baltimore

CERTIFICATION STATEMENT

Contracting City Agency	Bid Number	Bid Due Date

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

This Executive Order shall apply to contracts awarded by the City that are in the amounts of $50,000.01 to $300,000.00, except for professional service contracts and emergency contracts.

Additionally, companies awarded construction contracts that fully participate in the ***Employ Baltimore*** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

CERTIFICATION STATEMENT

As a representative of _____ , I _____
(NAME OF COMPANY) (PRINT NAME and TITLE)

Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30th and December 31st identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: _____ Telephone: _____

Company Address _____ Email: _____

Send to: Rosalind Howard or Susan Tagliaferro
Employ Baltimore/ Mayor's Office of Employment Development
3001 East Madison Street
Baltimore, Maryland 21205
Phone 443-984-3014. • Fax 410-361-9648
employbaltimore@oedworks.com

Employ Baltimore

EMPLOYMENT REPORT

Contracting City Agency	Bid/Contract Number & Name
Contract Start Date	**Contract End Date**

To promote the commitment to utilize the *Employ Baltimore Executive Order* and to meet workforce needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid package. Under this Executive Order, contract awardees will complete and submit this Employment Report on June 30th and December 31st during each year of the contract and at contract completion. You must identify the number of total workers and the number of Baltimore City residents on payroll for this contract. Also, please indicate any new positions created as a result of the award and filled by Baltimore City residents. Employment Reports should be sent to:

Employ Baltimore
Mayor's Office of Employment Development
3001 E. Madison Street
Baltimore, Maryland 21205

- or email –

employbaltimore @oedworks.com

The Employment Report below is hereby submitted by the undersigned for the period:
(please check one)

_____December 31, 20__ _____June 30, 20___ _____ End of Contract- Date _____

No. of total workers on payroll for this contract	
No. of Baltimore City residents on payroll for this contract	
No. of new positions filled by Baltimore City residents	

Name: _____ Signature: _____

Title: _____ Date: _____

The Mayor's Office of Employment Development provides businesses with a pipeline of qualified, skilled job candidates and supports businesses in retaining and developing their employees. We offer customized workforce solutions including outreach and recruitment, applicant prescreening, assessment and testing services, tax credit information, human resources support and training funds for new or existing employees. Training funds are available through several strategies.

Hiring new employees?

Customized Training is a business-driven strategy that helps companies train and hire people to fit their job-specific needs. MOED Business Services staff recruit and pre-screen applicants based on the company requirements. Your business saves on recruitment costs and could receive up to 50% reimbursement on costs associated with the required training. The positions must be full-time and meet minimum salary requirements. The training can be employer-based, on-the-job, or offered by qualified vendors. Companies awarded Customized Training grants must agree to hire successful trainees. Many companies have used this strategy to increase their workforce and reduce their hiring budget.

Want to improve and increase the skills of your current staff?

Incumbent Worker training

MOED works closely with other local, state and federal agencies to promote the link between the city's workforce and economic development initiatives.

For Further Information Contact:

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

Exhibit H – Baltimore City Youth Works Certification Form

I. BALTIMORE CITY'S YOUTHWORKS PROGRAM

TO: Mayor's Office of Employment Development ("MOED")

FROM: _____

(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid Bidder hereby presents MOED with the following information to assist its outreach efforts for the Baltimore City YouthWorks Program:

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

Exhibit I – Bond Forms

Exhibit __ Bond Forms

PERFORMANCE BOND

Principal	Business Address of Principal
Surety a Corporation of the State of and authorized to do business in the State of Maryland	Obligee Mayor and City Council of Baltimore

Sum of Bond (Equal to Contract Price)
SUM OF _____Dollars
($)

Contract Number and Identification Parking Authority of Baltimore City **CONTRACT ID**	Date of Contract _____, 20 Date Bond Executed _____, 20

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required under the Provisions of the Public General Laws of Maryland to give a bond conditioned as hereinafter set forth.

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, and shall indemnify and save harmless the Mayor and City Council of Baltimore, its agents and employees against and from all costs, expenses, damages, injury or loss to which the said Mayor and City Council of Baltimore, its agents and employees, may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default on the part of said PRINCIPAL, its agents or employees, or in any manner arising directly or indirectly from any and all causes whatsoever, in or about the execution or performance of the Contract, during the Original term of said Contract and/or any authorized extension or modification thereof and/or during the term or terms of any maintenance, repair, guaranty and warranty required under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE, or the successors or assigns of OBLIGEE.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several Seals on the date indicated above, the Name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____

ATTEST: as to principal

_____	_____
SIGNATURE	SIGNATURE
_____	_____
PRINT NAME	PRINT NAME AND TITLE (SEAL)

ATTEST: as to surety

_____	_____
SIGNATURE	SIGNATURE
_____	_____
PRINT NAME	PRINT NAME AND TITLE (SEAL)

AGENT (COMPANY):_____

AUTHORIZED BY: _____

NAME AND TITLE

PERFORMANCE BOND

APPROVED:

Mayor of Baltimore City

APPROVED:

Director, Parking Authority
of Baltimore City

Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

W. Michael Mullen, Chief Solicitor

APPROVED BY BOARD OF ESTIMATES:

Clerk Date

PAYMENT BOND

Principal	Business Address of Principal
Surety a Corporation of the State of and authorized to do business in the State of Maryland	Obligee Mayor and City Council of Baltimore

Sum of Bond (Equal to Contract Price)
SUM OF _____Dollars
($)

Contract Number and Identification Parking Authority of Baltimore City	Date of Contract _____, 20 Date Bond Executed _____, 20

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the full and just sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL is entering into a certain Contract with the OBLIGEE described and dated, as shown above and attached hereto, and is required under the Provisions of the Public General Laws of Maryland to give a bond conditioned as hereinafter set forth.

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall promptly make payments to all persons supplying labor and/or material in the prosecution of the work provided for in said Contract and any and all duly authorized extensions and/or modifications of said contract that may hereafter be made, notice of such extensions and/or modifications to the SURETY being hereby waived, and any maintenance, repair, guaranty and warranty required under the Contract, then this obligation to be null and void; otherwise they remain in full force and effect.

PAYMENT BOND

A suit or action commenced hereunder shall comply with applicable Provisions of the Public General Laws of Maryland. No suit or action shall be commenced hereunder against the OBLIGEE, its successors or assigns, nor shall OBLIGEE be liable for any costs or expenses of such suit.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several Seals on the date indicated above, the Name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____

ATTEST: as to principal

_____	_____
SIGNATURE	SIGNATURE
_____	_____
PRINT NAME	PRINT NAME AND TITLE (SEAL)

ATTEST: as to surety

_____	_____
SIGNATURE	SIGNATURE
_____	_____
PRINT NAME	PRINT NAME AND TITLE (SEAL)

AGENT (COMPANY):_____

AUTHORIZED BY:_____

NAME AND TITLE

PAYMENT BOND

APPROVED:

Mayor of Baltimore City

Comptroller

APPROVED:

Director, Parking Authority of Baltimore City

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

W. Michael Mullen, Chief Solicitor

APPROVED BY BOARD OF ESTIMATES:

Clerk Date

Exhibit J – Spreadsheet for Contract Price