

**CITY OF BALTIMORE
ORDINANCE _____
Council Bill 05-249**

Introduced by: Councilmembers Holton, Clarke, Kraft, Spector, Rawlings Blake, President
Dixon, Councilmembers D’Adamo, ~~Mitchell~~, Conaway, Welch, Harris
Introduced and read first time: August 15, 2005
Assigned to: Economic Development and Public Financing Subcommittee
Committee Report: Favorable, with amendments
Council action: Adopted
Read second time: February 6, 2006

AN ORDINANCE CONCERNING

A Commercial Non-Discrimination Policy

1
2 FOR the purpose of establishing a clear policy against discrimination in business on the basis of
3 race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or
4 expression, age, or disability and a clear policy for the City not to engage in business with
5 firms that discriminate in their solicitation, selection, or treatment of vendors, suppliers,
6 subcontractors, or business customers; establishing a formal complaint process and
7 investigation process for alleged violations of this policy; and providing due process for
8 hearing evidence, rendering findings, and imposing sanctions for violations of the
9 commercial non-discrimination policy.

10 BY repealing and reordaining, with amendments
11 Article 5 - Finance, Property, and Procurement
12 Section(s) 3-1, 5-2, 40-7
13 Baltimore City Code
14 (Edition 2000)

15 BY adding
16 Article 5 - Finance, Property, and Procurement
17 Section(s) 29-1 through 29-20, inclusive, to be under the new subtitle designation
18 “Subtitle 29. Commercial Non-Discrimination Policy”
19 Baltimore City Code
20 (Edition 2000)

Recitals

21
22 As a result of extensive evidence of race- and gender-based discrimination against minority
23 and women-owned business enterprises presented to the Baltimore City Council in the 1990
24 Millemann Report and the 2000 Disparity Study conducted by City consultants, the City has
25 determined that it is necessary for it to establish and firmly enforce a clear policy against
26 discrimination in business on the basis of race, gender, religion, national origin, ethnicity,

EXPLANATION: CAPITALS indicate matter added to existing law.
[Brackets] indicate matter deleted from existing law.
Underlining indicates matter added to the bill by amendment.
~~Strike out~~ indicates matter stricken from the bill by
amendment or deleted from existing law by amendment.

1 sexual orientation, age, or disability. The City is further committed to establish a clear policy
 2 for the City not to engage in business with firms that discriminate in their solicitation,
 3 selection, hiring, or treatment of vendors, suppliers, subcontractors, or business customers.
 4 Such a commercial non-discrimination policy approach has been favorably commented upon
 5 by the United States Supreme Court in *City of Richmond v. J. A. Croson*, 488 U.S. 469, 509-
 6 510 (1989), and by other federal courts.

7 The City of Baltimore has further determined that it has a ~~constitutional duty~~ compelling
 8 interest to ensure that the tax dollars collected from its citizens do not serve to finance and
 9 reward the evil of private prejudice on the basis of race, gender, religion, national origin,
 10 ethnicity, sexual orientation, gender identity or expression, age, disability, or any other form
 11 of unlawful discrimination.

12 It is in the best interests of the City of Baltimore to enhance competition on City projects by
 13 promoting equal opportunity and the full participation of all segments of the community in a
 14 marketplace environment that is free from the effects of discrimination. The City is likely to
 15 benefit from a discrimination-free marketplace through lower prices and higher revenues.

16 Through enactment of this Ordinance, the City of Baltimore provides a formal mechanism
 17 for receiving, investigating, and resolving complaints of discrimination filed against
 18 businesses that have submitted a bid or proposal for, have been selected to engage in, or are
 19 engaged in doing business with the City. The City also gives fuller meaning and effect to the
 20 goals and objectives of this policy by including enforcement provisions that may subject
 21 violators of the commercial non-discrimination policy to possible contract termination,
 22 debarment from participation in City contracts and projects, or other remedial actions.

23 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That the
 24 Laws of Baltimore City read as follows:

25 **Baltimore City Code**

26 **Article 5. Finance, Property, and Procurement**

27 **SUBTITLE 3. DEPOSIT OF CITY FUNDS**

28 **§ 3-1. Required deposit and accounting.**

29 (a) *Deposits.*

30 (1) The Director of Finance shall deposit all money belonging to the City in banks which
 31 shall be designated by the Board of Finance.

32 (2) And it shall be the duty of the Board of Finance in making the selection to enter into
 33 an agreement with the banks so selected with regard to compensating the City, either
 34 by service rendered by the banks to the City, or some rate of compensation in the
 35 form of interest on the balances belonging to the City, as in its judgment will be most
 36 beneficial to the City.

37 (3) ~~AND IT SHALL BE THE DUTY OF THE BOARD OF FINANCE IN MAKING THE SELECTION TO~~
 38 ~~ENSURE THAT THOSE BANKS ARE IN FULL COMPLIANCE WITH THE CITY'S COMMERCIAL~~
 39 ~~NON-DISCRIMINATION POLICY AS SET FORTH IN SUBTITLE 29 OF THIS ARTICLE, AND~~

1 ~~TO ENTER INTO AN AGREEMENT WITH THE BANKS SELECTED ON SUCH BASIS TO~~
 2 ~~COMMENSURATELY PLACE CITY DEPOSITS WITH THOSE BANKS THAT BEST EXHIBIT~~
 3 ~~DEMONSTRATED COMMITMENT TO THE PRINCIPLES OF NON-DISCRIMINATION IN~~
 4 ~~COMMERCIAL LENDING PRACTICES~~ THE BOARD OF FINANCE, IN CONSULTATION WITH
 5 THE MINORITY AND WOMEN’S BUSINESS OPPORTUNITY OFFICE, SHALL ADOPT
 6 REGULATIONS TO REQUIRE THAT THE BANKS SELECTED ARE IN FULL COMPLIANCE
 7 WITH THE CITY’S COMMERCIAL NON-DISCRIMINATION POLICY, AS SET FORTH IN
 8 SUBTITLE 29 OF THIS ARTICLE.

9 (b) *Accounts; reports.*

10 (1) It shall be the duty of the Director of Finance to keep regular and correct account of
11 all moneys received and expended by him on behalf of the City.

12 (2) And he shall submit an annual report as soon as practicable after June 30, showing all
13 moneys received and expended by him during the preceding FISCAL year.

14 **Subtitle 5. Investments**

15 **§ 5-2. Local government investment policy.**

16 (a) *State guidelines adopted.*

17 The Mayor and City Council of Baltimore shall be governed by a local government
18 investment policy that is consistent with and complies with the local government
19 investment guidelines adopted [in accordance with the provisions of the Annotated]
20 UNDER STATE Code [of Maryland,] Article 95, § 22F[, as amended].

21 (b) *Board of Finance to adopt and implement policy.*

22 The Board of Finance shall [have the authority to] adopt and implement the local
23 government investment policy for Baltimore City.

24 (c) *Amendments.*

25 Any amendments to the CITY’S local government investment policy [of the City]:

26 (1) shall be consistent with the local government investment guidelines; and

27 (2) shall be submitted to the State Treasurer in accordance with [the provisions of the
28 Annotated] STATE Code [of Maryland,] Article 95, § 22F[, as amended].

29 (D) *COMMERCIAL NON-DISCRIMINATION.*

30 CONSISTENT WITH THE REQUIREMENTS OF THIS SECTION, THE BOARD OF FINANCE SHALL
31 AMEND THE CITY’S LOCAL GOVERNMENT INVESTMENT POLICY TO BE CONSISTENT WITH
32 SUBTITLE 29 {“COMMERCIAL NON-DISCRIMINATION POLICY”} OF THIS ARTICLE AND TO
33 ENSURE THAT NO CITY FUNDS ARE INVESTED IN OR THROUGH BUSINESS ENTITIES THAT
34 ARE IN VIOLATION OF THE CITY’S COMMERCIAL NON-DISCRIMINATION POLICY.

SUBTITLE 29. COMMERCIAL NON-DISCRIMINATION POLICY

§ 29-1. PURPOSE AND INTENT.

IT IS THE INTENT OF THE CITY OF BALTIMORE TO AVOID BECOMING A PASSIVE PARTICIPANT IN PRIVATE SECTOR COMMERCIAL DISCRIMINATION BY REFUSING TO ENGAGE IN BUSINESS WITH BUSINESS FIRMS THAT DISCRIMINATE IN THE SOLICITATION, SELECTION, HIRING, OR TREATMENT OF VENDORS, SUPPLIERS, SUBCONTRACTORS, OR COMMERCIAL CUSTOMERS ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ETHNICITY, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, AGE, OR DISABILITY BY PROVIDING A PROCEDURE FOR RECEIVING, INVESTIGATING, AND RESOLVING COMPLAINTS OF DISCRIMINATION FILED AGAINST BUSINESS FIRMS THAT HAVE SUBMITTED A BID OR PROPOSAL FOR, HAVE BEEN SELECTED TO ENGAGE IN, OR ARE ENGAGED IN DOING BUSINESS WITH THE CITY.

§ 29-2. DEFINITIONS.

(A) *IN GENERAL.*

IN THIS SUBTITLE, THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED UNLESS THE CONTEXT CLEARLY REQUIRES A DIFFERENT MEANING.

(B) *BALTIMORE CITY MARKET AREA.*

“BALTIMORE CITY MARKET AREA” MEANS BALTIMORE CITY, BALTIMORE COUNTY, ANNE ARUNDEL COUNTY, HOWARD COUNTY, MONTGOMERY COUNTY, AND PRINCE GEORGE’S COUNTY.

(C) ~~(B)~~ *BUSINESS FIRM.*

“BUSINESS FIRM” MEANS ANY PERSON, FIRM, SOLE PROPRIETORSHIP, PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, OR OTHER BUSINESS ENTITY OR COMBINATION OF THEM, INCLUDING ANY FINANCIAL INSTITUTION, DEVELOPER, CONSULTANT, PRIME CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR VENDOR, THAT HAS SUBMITTED A BID OR PROPOSAL, HAS BEEN SELECTED TO DO BUSINESS, OR IS DOING BUSINESS WITH THE CITY, INCLUDING SELLING OR LEASING SUPPLIES, OR GOODS, OR PROVIDING CONSTRUCTION, FINANCIAL, PROFESSIONAL, OR OTHER SERVICES, IN RETURN FOR A FEE OR ANY OTHER FORM OF COMPENSATION.

(D) ~~(C)~~ *CHIEF.*

“CHIEF” MEANS THE CHIEF OF THE MINORITY AND WOMEN’S BUSINESS OPPORTUNITY OFFICE.

(E) ~~(D)~~ *CITY.*

“CITY” MEANS THE CITY OF BALTIMORE AND THOSE AGENCIES, BOARDS, COMMISSIONS, GOVERNMENT AUTHORITIES, AND CORPORATIONS AUTHORIZED TO ACT ON BEHALF OF, OR AS AGENT FOR, THE CITY OF BALTIMORE.

1 (F) COMMERCIAL CUSTOMER.

2 “COMMERCIAL CUSTOMER” MEANS A BUSINESS ENTITY THAT HAS PROCURED OR
3 ATTEMPTED TO PROCURE GOODS OR SERVICES FROM ANOTHER BUSINESS ENTITY FOR
4 BUSINESS PURPOSES, AS OPPOSED TO PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

5 (G) ~~(F)~~ CONTRACT.

6 “CONTRACT” MEANS AN AGREEMENT WITH ANY BUSINESS FIRM LET BY OR ON BEHALF OF
7 THE CITY FOR THAT BUSINESS FIRM TO SELL OR LEASE SUPPLIES, OR GOODS, OR PROVIDE
8 CONSTRUCTION, FINANCIAL, PROFESSIONAL, OR OTHER SERVICES, IN RETURN FOR A FEE OR
9 ANY OTHER FORM OF COMPENSATION.

10 (H) ~~(F)~~ DISCRIMINATION.

11 (1) *IN GENERAL.*

12 “DISCRIMINATION” MEANS ANY DISADVANTAGE, DIFFERENCE, DISTINCTION, OR
13 PREFERENCE IN THE SOLICITATION, SELECTION, HIRING, OR TREATMENT OF A VENDOR,
14 SUPPLIER, SUBCONTRACTOR, COMMERCIAL CUSTOMER, OR ANY OTHER BUSINESS
15 ENTITY ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ETHNICITY,
16 SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, AGE, DISABILITY, OR ANY
17 OTHER FORM OF UNLAWFUL DISCRIMINATION REGARDING THE CHARACTERISTICS OF
18 THAT BUSINESS ENTITY’S EMPLOYEES OR OWNERS.

19 (2) *EXCLUSION.*

20 “DISCRIMINATION” DOES NOT INCLUDE OTHERWISE LAWFUL EFFORTS, INCLUDING
21 THOSE SPECIFIED IN SUBTITLE 28, {“MINORITY AND WOMEN’S BUSINESS
22 ENTERPRISES”} OF THIS ARTICLE, TO REMEDY THE EFFECTS OF DISCRIMINATION THAT
23 HAS OCCURRED OR IS OCCURRING IN THE MARKETPLACE.

24 (I) ~~(G)~~ FINANCIAL INSTITUTION.

25 (1) *IN GENERAL.*

26 “FINANCIAL INSTITUTION” MEANS ANY PERSON OR ENTITY ENGAGED IN THE BUSINESS
27 OF LENDING MONEY, GUARANTEEING LOANS, EXTENDING CREDIT, SECURING BONDS,
28 OR PROVIDING VENTURE OR EQUITY CAPITAL TO BUSINESS ENTITIES, OR THAT OFFERS
29 FINANCIAL SERVICES IN CONNECTION WITH CITY PROJECTS OR THE ADMINISTRATION
30 OF CITY GOVERNMENT.

31 (2) *INCLUSIONS.*

32 “FINANCIAL INSTITUTION” INCLUDES ANY BANK, SAVINGS AND LOAN ASSOCIATION,
33 VENTURE CAPITAL COMPANY, INSURANCE COMPANY, BONDING COMPANY, MORTGAGE
34 COMPANY, CREDIT UNION, AND BROKER.

1 (j) ~~(H)~~ *INCLUDES; INCLUDING.*

2 “INCLUDES” OR “INCLUDING” MEANS BY WAY OF ILLUSTRATION AND NOT BY WAY OF
3 LIMITATION.

4 (k) ~~(H)~~ *HEARING EXAMINER.*

5 “HEARING EXAMINER” MEANS AN INDIVIDUAL APPOINTED BY THE CITY SOLICITOR TO
6 CONDUCT HEARINGS UNDER THIS SUBTITLE.

7 (L) ~~(H)~~ *OFFICE.*

8 “OFFICE” MEANS THE MINORITY AND WOMEN’S BUSINESS OPPORTUNITY OFFICE.

9 (M) ~~(K)~~ *SUBCONTRACT.*

10 “SUBCONTRACT” MEANS AN AGREEMENT FOR THE PERFORMANCE OF A PARTICULAR
11 PORTION OF WORK TO BE PERFORMED UNDER A CONTRACT WITH THE CITY.

12 **§ 29-3. SCOPE.**

13 (A) *IN GENERAL.*

14 THIS SUBTITLE APPLIES TO ALL BUSINESS FIRMS AND ALL CONTRACTS TO WHICH THE CITY
15 IS A PARTY. A CLAIM OF DISCRIMINATION MAY BE INVESTIGATED AND ADJUDICATED
16 UNDER THIS POLICY ONLY IF THE CLAIM ALLEGES THAT:

17 (1) THE DISCRIMINATION WAS COMMITTED BY A BUSINESS FIRM WITHIN THE
18 APPLICABLE LIMITATIONS PERIOD SET FORTH IN § 29-7 OF THIS SUBTITLE; AND

19 (2) THE DISCRIMINATION OCCURRED IN THE BALTIMORE CITY MARKET AREA.

20 DISCRIMINATION IS DEEMED TO HAVE OCCURRED IN THE BALTIMORE CITY MARKET AREA
21 ONLY IF:

22 (1) EACH PARTY EITHER OPERATED A PLACE OF BUSINESS IN, OR RESIDED IN, THE
23 BALTIMORE CITY MARKET AREA AT THE TIME OF THE DISCRIMINATION; OR

24 (2) THE DISCRIMINATORY ACT WAS COMMITTED IN THE BALTIMORE CITY MARKET
25 AREA.

26 (B) *THIRD-PARTY CONTRACTS.*

27 EVERY CONTRACT AND OTHER AGREEMENT BETWEEN THE CITY OF BALTIMORE AND ANY
28 GOVERNMENTAL AGENCY, QUASI-GOVERNMENTAL AGENCY, CORPORATION, DEVELOPER,
29 OR CONTRACTOR, UNDER WHICH THE AGENCY, CORPORATION, DEVELOPER, OR
30 CONTRACTOR RECEIVES ANY FISCAL ASSISTANCE FROM OR THROUGH THE CITY FOR THE
31 PURPOSE OF CONTRACTING WITH BUSINESSES TO PERFORM REAL ESTATE DEVELOPMENT,
32 RENOVATION, MAINTENANCE, OR OTHER SERVICES, MUST REQUIRE THE AGENCY,
33 CORPORATION, DEVELOPER, OR CONTRACTOR TO COMPLY WITH THIS SUBTITLE IN
34 AWARDED AND ADMINISTERING THAT CONTRACT OR AGREEMENT.

1 **§ 29-4. RULES OF CONSTRUCTION.**

2 (A) *LIBERAL CONSTRUCTION.*

3 THE PROVISIONS OF THIS SUBTITLE ARE TO BE LIBERALLY CONSTRUED TO ACCOMPLISH ITS
4 POLICIES AND PURPOSES.

5 (B) *MANDATORY, PROHIBITORY, AND PERMISSIVE TERMS.*

6 (1) *MANDATORY TERMS.*

7 “MUST” AND “SHALL” ARE EACH MANDATORY TERMS USED TO EXPRESS A
8 REQUIREMENT OR TO IMPOSE A DUTY.

9 (2) *PROHIBITORY TERMS.*

10 “MUST NOT”, “MAY NOT”, AND “NO...MAY” ARE EACH MANDATORY NEGATIVE TERMS
11 USED TO ESTABLISH A PROHIBITION.

12 (3) *PERMISSIVE TERMS.*

13 “MAY” IS PERMISSIVE.

14 (C) *NUMBER.*

15 THE SINGULAR INCLUDES THE PLURAL AND VICE VERSA.

16 (D) *SEVERABILITY.*

17 (1) ALL PROVISIONS OF THIS SUBTITLE ARE SEVERABLE.

18 (2) IF A COURT DETERMINES THAT A WORD, PHRASE, CLAUSE, SENTENCE, PARAGRAPH,
19 SUBSECTION, SECTION, OR OTHER PROVISION IS INVALID OR THAT THE APPLICATION OF
20 ANY PART OF THE PROVISION TO ANY PERSON OR CIRCUMSTANCES IS INVALID, THE
21 REMAINING PROVISIONS AND THE APPLICATION OF THOSE PROVISIONS TO OTHER
22 PERSONS OR CIRCUMSTANCES REMAIN IN FULL FORCE AND EFFECT TO THE MAXIMUM
23 EXTENT PRACTICABLE.

24 (E) *TIME COMPUTATIONS.*

25 (1) *COMPUTATION OF TIME AFTER AN ACT, EVENT, OR DEFAULT.*

26 (I) IN COMPUTING ANY PERIOD OF TIME PRESCRIBED BY THIS SUBTITLE, THE DAY OF
27 THE ACT, EVENT, OR DEFAULT AFTER WHICH THE DESIGNATED PERIOD OF TIME
28 BEGINS TO RUN IS NOT INCLUDED.

29 (II) IF THE PERIOD OF TIME ALLOWED IS MORE THAN 7 DAYS, INTERMEDIATE
30 SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS ARE COUNTED.

31 (III) IF THE PERIOD OF TIME ALLOWED IS 7 DAYS OR LESS, INTERMEDIATE SATURDAYS,
32 SUNDAYS, AND LEGAL HOLIDAYS ARE NOT COUNTED.

1 (IV) THE LAST DAY OF THE PERIOD SO COMPUTED IS INCLUDED UNLESS IT IS A
2 SATURDAY, SUNDAY, OR LEGAL HOLIDAY, IN WHICH EVENT THE PERIOD RUNS
3 UNTIL THE END OF THE NEXT DAY THAT IS NOT A SATURDAY, SUNDAY, OR LEGAL
4 HOLIDAY.

5 (2) *COMPUTATION OF TIME BEFORE A DAY, ACT, OR EVENT.*

6 (I) IN DETERMINING THE LATEST DAY FOR PERFORMING AN ACT THAT IS REQUIRED BY
7 THIS SUBTITLE TO BE PERFORMED A PRESCRIBED NUMBER OF DAYS BEFORE A
8 CERTAIN DAY, ACT, OR EVENT, ALL DAYS PRECEDING THAT DAY, INCLUDING
9 INTERVENING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, ARE COUNTED IN
10 THE NUMBER OF DAYS SO PRESCRIBED.

11 (II) THE LATEST DAY IS INCLUDED IN THE DETERMINATION UNLESS IT IS A SATURDAY,
12 SUNDAY, OR LEGAL HOLIDAY, IN WHICH EVENT THE LATEST DAY IS THE FIRST
13 PRECEDING DAY THAT IS NOT A SATURDAY, SUNDAY, OR LEGAL HOLIDAY.

14 **§ 29-5. SHORT TITLE.**

15 THIS SUBTITLE MAY BE CITED AS THE “COMMERCIAL NON-DISCRIMINATION POLICY”.

16 **§ 29-6. COMMERCIAL NON-DISCRIMINATION POLICY.**

17 IT IS THE POLICY OF THE CITY OF BALTIMORE NOT TO ACCEPT BIDS OR PROPOSALS FROM, NOR
18 TO ENGAGE IN BUSINESS WITH, ANY BUSINESS FIRM THAT HAS DISCRIMINATED ON THE BASIS
19 OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ETHNICITY, SEXUAL ORIENTATION, GENDER
20 IDENTITY OR EXPRESSION, AGE, DISABILITY, OR ANY OTHER FORM OF UNLAWFUL
21 DISCRIMINATION IN ITS SOLICITATION, SELECTION, HIRING, OR TREATMENT OF ANOTHER
22 BUSINESS.

23 **§ 29-7. COMPLAINTS OF DISCRIMINATION.**

24 ANY ADULT PERSON, BUSINESS ENTITY, ASSOCIATION, ORGANIZATION, OR GOVERNMENT
25 AGENCY MAY FILE AN ADMINISTRATIVE COMPLAINT WITH THE CHIEF STATING FACTS
26 SHOWING OR TENDING TO SHOW THAT A BUSINESS FIRM HAS ENGAGED IN DISCRIMINATION
27 AGAINST ONE OR MORE OTHER BUSINESSES. “THE COMPLAINT MUST BE FILED WITHIN 4 YEARS
28 FROM THE DATE IT ACCRUES WITHIN 10 BUSINESS DAYS, THE CHIEF SHALL NOTIFY THE
29 BUSINESS FIRM AGAINST WHOM THE COMPLAINT WAS FILED THAT A COMPLAINT HAS BEEN
30 RECEIVED.

31 **§ 29-8. INVESTIGATION OF COMPLAINTS.**

32 THE OFFICE’S INVESTIGATIVE UNIT SHALL REVIEW AND INVESTIGATE DISCRIMINATION
33 COMPLAINTS FILED UNDER THIS SUBTITLE. THE CITY SOLICITOR IN CONSULTATION WITH THE
34 CHIEF SHALL EXERCISE HIS OR HER BEST JUDGMENT TO ASSIGN OFFICE STAFF PERSONS, OTHER
35 CITY PERSONNEL, AND OUTSIDE CONSULTANTS TO THE INVESTIGATIVE UNIT AS NECESSARY TO
36 CONDUCT INVESTIGATIONS IN A COMPREHENSIVE, FAIR, COMPETENT, AND EFFICIENT MANNER.
37 THE INVESTIGATIVE UNIT SHALL SEEK ALL RELEVANT EVIDENCE FROM THE COMPLAINANT,
38 FROM THE RESPONDENT BUSINESS FIRM, AND FROM EXTERNAL SOURCES RELATING TO THE
39 ALLEGATIONS OF THE COMPLAINT.

1 § 29-9. INITIAL FINDINGS AND RECOMMENDATIONS.

2 (A) BASED UPON THE INVESTIGATIVE UNIT’S REVIEW AND INVESTIGATION, THE CHIEF SHALL
3 MAKE AN INITIAL NON-BINDING FINDING OF EACH ALLEGATION STATED IN THE
4 COMPLAINT, THAT EITHER:

5 (1) THE INVESTIGATION PRODUCED SUFFICIENT EVIDENCE TO FIND THAT THE ALLEGED
6 DISCRIMINATION DID TAKE PLACE (“SUSTAINED”);

7 (2) THE INVESTIGATION FAILED TO PRODUCE SUFFICIENT EVIDENCE TO FIND THAT THE
8 ALLEGED DISCRIMINATION TOOK PLACE (“NOT SUSTAINED”);

9 (3) THE INVESTIGATION PRODUCED SUFFICIENT EVIDENCE TO FIND THAT THE ALLEGED
10 DISCRIMINATION DID NOT TAKE PLACE (“UNFOUNDED”);

11 (4) THE INVESTIGATION PRODUCED SUFFICIENT EVIDENCE TO ESTABLISH THAT THE
12 COMPLAINANT KNOWINGLY MADE ONE OR MORE FALSE OR FRIVOLOUS
13 ALLEGATIONS (“FALSE OR FRIVOLOUS”);

14 (5) THE ALLEGATION HAS BEEN SETTLED OR OTHERWISE RESOLVED WITH THE
15 AGREEMENT OF THE INTERESTED PARTIES; OR

16 (6) THE ALLEGATION HAS BEEN WITHDRAWN.

17 (B) THE CHIEF SHALL RECOMMEND TO THE CITY SOLICITOR, OR HIS OR HER REPRESENTATIVE,
18 APPROPRIATE ACTION TO BE TAKEN. THAT ACTION MAY INCLUDE ADDITIONAL
19 INVESTIGATION OF THE COMPLAINT, SANCTIONS, REMEDIES, OR OTHER ACTION
20 CONSISTENT WITH THIS SUBTITLE.

21 (C) IN MAKING THE INITIAL FINDING AND RECOMMENDATION, THE CHIEF MAY CONSIDER
22 EVIDENCE REGARDING:

23 (1) WHETHER THERE WAS AN INTENT TO DISCRIMINATE ON THE PART OF THE
24 RESPONDENT BUSINESS FIRM;

25 (2) WHETHER THERE WAS A PATTERN AND PRACTICE OF DISCRIMINATION ON THE PART
26 OF THE RESPONDENT BUSINESS FIRM;

27 (3) ANY ACTIONS TAKEN BY THE RESPONDENT BUSINESS FIRM TO REMEDY THE
28 ALLEGED DISCRIMINATION;

29 (4) THE EFFECTIVENESS OF ANY PRIOR ATTEMPTS BY THE RESPONDENT BUSINESS FIRM
30 TO REMEDY THE DISCRIMINATION;

31 (5) WHETHER THE RESPONDENT BUSINESS FIRM HAD PROCURED GOODS OR SERVICES
32 FROM OR OTHERWISE ENGAGED IN BUSINESS WITH PERSONS OR ENTITIES OF THE
33 SAME PROTECTED CLASS AS THE COMPLAINANT TO AN EXTENT SUFFICIENT TO
34 DEMONSTRATE THAT THE RESPONDENT HAD NOT DISCRIMINATED AGAINST SUCH
35 PROTECTED CLASS IN THE OVERALL CONTEXT OF ITS BUSINESS; AND

36 (6) ANY OTHER EVIDENCE DEEMED RELEVANT BY THE CHIEF.

1 (D) THE CHIEF SHALL MAKE THE INITIAL FINDING BASED UPON A PREPONDERANCE OF THE
2 EVIDENCE.

3 ~~(E) (E)~~ THE INITIAL NON-BINDING FINDINGS AND RECOMMENDATIONS SHALL BE MADE BY THE
4 CHIEF WITHIN 120 CALENDAR DAYS OF RECEIPT OF THE COMPLAINT.

5 ~~(F) (D)~~ THE CITY SOLICITOR MAY EXTEND THIS TIME LIMIT AT THE REQUEST OF THE CHIEF
6 ~~AND EITHER~~ FOR GOOD CAUSE₂ OR IF THE PARTIES AGREE TO MEDIATE A SETTLEMENT TO
7 THE COMPLAINT.

8 ~~(G) (E)~~ THE CHIEF SHALL NOTIFY THE COMPLAINANT AND THE BUSINESS FIRM WITHIN 5
9 BUSINESS DAYS OF THE ISSUANCE OF THE INITIAL NON-BINDING FINDINGS AND
10 RECOMMENDATIONS, INCLUDING AN EXPLANATION OF THE REASONS JUSTIFYING THE
11 INITIAL FINDINGS.

12 **§ 29-10. HEARINGS.**

13 (A) IF THE CHIEF DETERMINES THAT ONE OR MORE ALLEGATIONS ARE SUSTAINED, THE
14 BUSINESS FIRM AGAINST WHOM THE ALLEGATIONS WERE MADE SHALL BE ENTITLED TO AN
15 ADMINISTRATIVE HEARING ON THE ALLEGATIONS AND AN OPPORTUNITY TO PARTICIPATE
16 IN THE ADMINISTRATIVE HEARING. THE BUSINESS FIRM MUST REQUEST AN
17 ADMINISTRATIVE HEARING BY FILING A WRITTEN REQUEST WITH THE CHIEF WITHIN 15
18 CALENDAR DAYS OF NOTICE OF THE INITIAL FINDINGS AND RECOMMENDATIONS. IF THE
19 BUSINESS FIRM FAILS TO PROPERLY REQUEST AN ADMINISTRATIVE HEARING, THE INITIAL
20 NON-BINDING FINDINGS AND RECOMMENDATIONS SHALL BECOME THE FINAL
21 ADMINISTRATIVE DECISION OF THE CITY PENDING REVIEW AND APPROVAL BY THE BOARD
22 OF ESTIMATES. IF THE BUSINESS FIRM DOES REQUEST AN ADMINISTRATIVE HEARING, THE
23 CHIEF SHALL SO NOTIFY THE CITY SOLICITOR IMMEDIATELY, AND WITHIN 10 DAYS, THE
24 CITY SOLICITOR SHALL APPOINT A HEARING EXAMINER FOR PURPOSES OF CONDUCTING
25 THE ADMINISTRATIVE HEARING. THE ADMINISTRATIVE HEARING SHALL BE HELD BY THE
26 HEARING EXAMINER WITHIN 90 CALENDAR DAYS OF THE APPOINTMENT OF THE HEARING
27 EXAMINER.

28 ~~(B) EXCEPT WHERE THEY CONFLICT WITH THIS SUBTITLE OR THE RULES AND REGULATIONS~~
29 ~~ESTABLISHED BY CITY SOLICITOR PURSUANT TO THIS SUBTITLE, THE HEARING SHALL BE~~
30 ~~CONDUCTED IN A MANNER SIMILAR TO THE ADMINISTRATIVE HEARING PROCEDURES SET~~
31 ~~FORTH IN §§ 40-4 AND 40-5 OF THIS ARTICLE.~~ THE CITY SOLICITOR SHALL ESTABLISH
32 REGULATIONS, AS NECESSARY, THAT ARE IN ACCORDANCE WITH THIS SUBTITLE AND ANY
33 DUE PROCESS RIGHTS TO WHICH ANY PARTY IS ENTITLED, TO FURTHER SPECIFY THE
34 PROCEDURES AND STANDARDS BY WHICH THESE ADMINISTRATIVE HEARINGS ARE
35 CONDUCTED. AT A MINIMUM, THE HEARING SHALL AFFORD ALL PARTIES AN OPPORTUNITY
36 TO PRESENT WITNESSES, CONDUCT DIRECT AND CROSS-EXAMINATION OF WITNESSES,
37 INTRODUCE RELEVANT EVIDENCE, SUBMIT BRIEFS, AND PRESENT ORAL ARGUMENT.
38 FINDINGS SHALL BE MADE BY THE HEARING EXAMINER BASED UPON A PREPONDERANCE
39 OF THE EVIDENCE PRESENTED.

40 ~~(C) THE~~ CONSISTENT WITH THE MARYLAND PUBLIC INFORMATION ACT AND THE STATE OPEN
41 MEETINGS ACT, THE HEARING EXAMINER MAY ISSUE PROTECTIVE ORDERS FOR GOOD
42 CAUSE FOR THE FOLLOWING REASONS:

1 (1) TO LIMIT, OR OTHERWISE IMPOSE CONDITIONS ON, ACCESS BY ANY PERSON TO ANY
2 DOCUMENT IN THE POSSESSION OF A PARTY, INCLUDING AN DOCUMENT IN THE
3 CITY’S POSSESSION OR IN THE RECORD OF THE HEARING THAT IS NOT A PUBLIC
4 RECORD; OR

5 (2) TO CLOSE ALL OR ANY PORTION OF THE HEARING, OR OTHERWISE IMPOSE
6 CONDITIONS ON ACCESS TO THE HEARING BY ANY PERSON.

7 (D) WITHIN A REASONABLE PERIOD OF TIME NOT TO EXCEED 120 DAYS AFTER THE CLOSING OF
8 THE HEARING RECORD, THE HEARING EXAMINER SHALL PREPARE A WRITTEN DECISION
9 THAT MAY AFFIRM OR REJECT THE INITIAL FINDINGS AND RECOMMENDATIONS, MAY
10 SUBSTITUTE DIFFERENT FINDINGS AND ORDER APPROPRIATE REMEDIES, OR MAY RETURN
11 THE CASE TO THE CHIEF FOR FURTHER INVESTIGATION AND FINDINGS TO BE COMPLETED
12 WITHIN A PERIOD OF TIME SPECIFIED BY THE HEARING EXAMINER.

13 (E) THE HEARING EXAMINER’S WRITTEN DECISION SHALL BE BASED UPON A PREPONDERANCE
14 OF THE EVIDENCE CONTAINED IN THE HEARING RECORD, AND SHALL REFLECT THE
15 EVIDENTIARY BASIS FOR ITS FINDINGS.

16 (F) AT THE HEARING, THE CITY SHALL HAVE THE BURDEN OF PROOF BASED UPON A
17 PREPONDERANCE OF THE EVIDENCE.

18 **§ 29-11. REMEDIES.**

19 (A) WHEN A COMPLAINT IS SUSTAINED IN A FINAL ADMINISTRATIVE DECISION, THE HEARING
20 EXAMINER OR THE BOARD OF ESTIMATES ~~SHALL~~ MAY ORDER ANY ONE OR MORE OF THE
21 FOLLOWING ACTIONS:

22 (1) ANY REMEDY ~~PROVIDED BY LAW OR~~ AGREED TO BY THE RESPONDENT BUSINESS
23 FIRM, THE COMPLAINANT, AND THE CITY;

24 (2) RECOMMENDATION TO, OR IMPLEMENTATION OF PROCEDURES BY, THE CITY
25 SOLICITOR AND THE BOARD OF ESTIMATES FOR DEBARMENT OF THE RESPONDENT
26 BUSINESS FIRM FROM BIDDING AND CONTRACT AWARDS ON CITY PROJECTS FOR A
27 PERIOD OF NOT MORE THAN 5 YEARS, ~~ACCORDING TO THE PROCEDURES SET FORTH~~
28 ~~IN §§ 40-4 AND 40-5 OF THIS ARTICLE;~~

29 (3) RESCISSION, SUSPENSION OR TERMINATION OF ANY CURRENT CONTRACT BETWEEN
30 THE RESPONDENT BUSINESS FIRM AND THE CITY; ~~OR~~

31 (4) REFERRAL OF THE MATTER FOR CRIMINAL PROSECUTION FOR FRAUD AND OTHER
32 VIOLATIONS OF ~~MARYLAND LAW AND UNDER THE TERMS OF § 28-98 OF THIS~~
33 ~~ARTICLE~~ LAW, IF APPROPRIATE UNDER THE CIRCUMSTANCES; OR

34 (5) THE BOARD OF ESTIMATES OR HEARING EXAMINER MAY ORDER THE PARTIES TO
35 SUBJECT THE COMPLAINT TO MEDIATION.

36 **§ 29-12. SANCTIONS FOR KNOWINGLY FILING FALSE OR FRIVOLOUS COMPLAINT.**

37 IF THE CHIEF DETERMINES THAT ONE OR MORE ALLEGATIONS OF A COMPLAINT ARE FALSE
38 AND THAT THE COMPLAINANT KNEW THEM TO BE FALSE WHEN FILED, OR THAT ONE OR MORE

1 OF THE ALLEGATIONS OF A COMPLAINT ARE ~~SO FRIVOLOUS THAT THEY ARE WHOLLY AND~~
 2 WITHOUT MERIT, THE CHIEF MAY REFUSE TO REVIEW OR INVESTIGATE ANY COMPLAINT FILED
 3 UNDER THIS SUBTITLE BY THE SAME COMPLAINANT FOR A PERIOD OF UP TO 3 YEARS. THE
 4 CHIEF MAY ALSO RECOMMEND TO THE HEARING EXAMINER OR THE BOARD OF ESTIMATES
 5 THAT MONETARY SANCTIONS BE IMPOSED AGAINST THE COMPLAINANT IN THE AMOUNT OF
 6 THE COSTS INCURRED FOR THE INVESTIGATION AND REVIEW OF THE FALSE OR FRIVOLOUS
 7 COMPLAINT.

8 **§29-13. ADMINISTRATIVE APPEALS.**

9 A BUSINESS FIRM AGAINST WHOM A COMPLAINT HAS BEEN FILED OR A COMPLAINANT MAY
 10 APPEAL THE DECISION OF THE HEARING EXAMINER BY FILING A REQUEST FOR AN APPEAL IN
 11 WRITING WITH THE CITY SOLICITOR WITHIN 10 CALENDAR DAYS FROM SERVICE OF THE
 12 NOTICE OF THE DECISION. THE CITY SOLICITOR, OR HIS OR HER REPRESENTATIVE, SHALL
 13 WITHIN 10 CALENDAR DAYS OF RECEIPT OF THE REQUEST FOR APPEAL, NOTIFY ALL PARTIES
 14 THAT AN APPEAL HAS BEEN REQUESTED, AND REFER THE MATTER TO THE BOARD OF
 15 ESTIMATES TO HEAR THE APPEAL. THE CITY SOLICITOR SHALL ALSO TRANSFER THE ENTIRE
 16 RECORD OF THE INVESTIGATION AND ADMINISTRATIVE HEARING TO THE BOARD OF
 17 ESTIMATES IN ADVANCE OF THE APPEAL HEARING. THE APPEAL SHALL BE HEARD AND THE
 18 BOARD OF ESTIMATES SHALL RENDER A FINAL ADMINISTRATIVE DECISION WITHIN ~~45~~ 90
 19 CALENDAR DAYS OF RECEIPT OF THE REQUEST FOR APPEAL. ~~EXCEPT WHERE THEY CONFLICT~~
 20 ~~WITH THIS SUBTITLE OR THE RULES AND REGULATIONS ESTABLISHED BY THE CITY SOLICITOR~~
 21 ~~PURSUANT TO THIS SUBTITLE, THE APPEAL HEARING SHALL BE CONDUCTED PURSUANT TO THE~~
 22 ~~ADMINISTRATIVE HEARING PROCEDURES SET FORTH IN §§ 40-4 AND 40-5 OF THIS ARTICLE.~~ AT
 23 THE APPEAL HEARING, THE CHIEF OR THE CHIEF’S DESIGNEE SHALL BE RESPONSIBLE FOR
 24 PRESENTING THE JUSTIFICATIONS FOR ITS FINDINGS AND RECOMMENDATIONS AS PREVIOUSLY
 25 SUSTAINED OR MODIFIED BY THE HEARING EXAMINER.

26 **§ 29-14. JUDICIAL AND APPELLATE REVIEW.**

27 (A) *JUDICIAL REVIEW.*

28 A PARTY AGGRIEVED BY A FINAL DECISION OF THE BOARD OF ESTIMATES MAY SEEK
 29 JUDICIAL REVIEW OF THAT DECISION BY PETITION TO THE CIRCUIT COURT FOR BALTIMORE
 30 CITY IN ACCORDANCE WITH THE MARYLAND RULES OF PROCEDURE.

31 (B) *APPELLATE REVIEW.*

32 A PARTY TO THE JUDICIAL REVIEW MAY APPEAL THE COURT’S FINAL JUDGMENT TO THE
 33 COURT OF SPECIAL APPEALS IN ACCORDANCE WITH THE MARYLAND RULES OF
 34 PROCEDURE.

35 **§ 29-15. MANDATORY NONDISCRIMINATION CONTRACT CLAUSE.**

36 EVERY CONTRACT AND SUBCONTRACT SHALL CONTAIN A NONDISCRIMINATION CLAUSE THAT
 37 READS AS FOLLOWS:

38 CONTRACTOR SHALL NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER,
 39 RELIGION, NATIONAL ORIGIN, ETHNICITY, SEXUAL ORIENTATION, GENDER
 40 IDENTITY OR EXPRESSION, AGE, OR DISABILITY IN THE SOLICITATION, SELECTION,
 41 HIRING, OR TREATMENT OF SUBCONTRACTORS, VENDORS, SUPPLIERS, OR

1 COMMERCIAL CUSTOMERS. CONTRACTOR SHALL PROVIDE EQUAL OPPORTUNITY
 2 FOR SUBCONTRACTORS TO PARTICIPATE IN ALL OF ITS PUBLIC SECTOR AND
 3 PRIVATE SECTOR SUBCONTRACTING OPPORTUNITIES, PROVIDED THAT NOTHING
 4 CONTAINED IN THIS CLAUSE SHALL PROHIBIT OR LIMIT OTHERWISE LAWFUL
 5 EFFORTS TO REMEDY THE EFFECTS OF MARKETPLACE DISCRIMINATION THAT HAS
 6 OCCURRED OR IS OCCURRING IN THE MARKETPLACE, SUCH AS THOSE SPECIFIED IN
 7 ARTICLE 5, SUBTITLE 28 OF THE BALTIMORE CITY CODE, AS AMENDED FROM TIME
 8 TO TIME. CONTRACTOR UNDERSTANDS AND AGREES THAT VIOLATION OF THIS
 9 CLAUSE IS A MATERIAL BREACH OF THE CONTRACT AND MAY RESULT IN CONTRACT
 10 TERMINATION, DEBARMENT, OR OTHER SANCTIONS. THIS CLAUSE IS NOT
 11 ENFORCEABLE BY OR FOR THE BENEFIT OF, AND CREATES NO OBLIGATION TO, ANY
 12 THIRD PARTY.

13 **§ 29-16. CONTRACTOR BID REQUIREMENTS.**

14 ALL REQUESTS FOR BIDS OR PROPOSALS ISSUED BY THE CITY SHALL INCLUDE A CLAUSE THAT
 15 READS AS FOLLOWS:

16 AS PART OF ITS BID OR PROPOSAL, BIDDER SHALL PROVIDE TO THE CITY A LIST OF
 17 ALL INSTANCES WITHIN THE PAST 10 5 YEARS WHERE ~~A COMPLAINT WAS FILED OR~~
 18 ~~PENDING AGAINST BIDDER IN A LEGAL OR ADMINISTRATIVE PROCEEDING~~
 19 ~~ALLEGING THAT BIDDER DISCRIMINATED ON THE BASIS OF RACE, GENDER,~~
 20 ~~RELIGION, NATIONAL ORIGIN, ETHNICITY, SEXUAL ORIENTATION, AGE, OR~~
 21 ~~DISABILITY AGAINST ITS SUBCONTRACTORS, VENDORS, SUPPLIERS, OR~~
 22 ~~COMMERCIAL CUSTOMERS, AND A DESCRIPTION OF THE STATUS OR RESOLUTION OF~~
 23 ~~EACH COMPLAINT, INCLUDING ANY THERE HAS BEEN A FINAL ADJUDICATED~~
 24 DETERMINATION IN A LEGAL OR ADMINISTRATIVE PROCEEDING IN THE STATE OF
 25 MARYLAND THAT THE BIDDER HAS DISCRIMINATED AGAINST ITS
 26 SUBCONTRACTORS, SUPPLIERS, VENDORS, OR COMMERCIAL CUSTOMERS ON THE
 27 BASES OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ETHNICITY, SEXUAL
 28 ORIENTATION, GENDER IDENTITY OR EXPRESSION, AGE, OR DISABILITY, AND A
 29 DESCRIPTION OF ANY RESULTING SANCTION ENTERED AND REMEDIAL ACTION
 30 TAKEN.

31 **§ 29-17. CONTRACT DISCLOSURE REQUIREMENTS.**

32 EVERY CONTRACT ~~ISSUED BY THE CITY~~ SHALL INCLUDE A CLAUSE THAT READS AS FOLLOWS:

33 UPON THE CITY’S REQUEST, AND ~~UPON~~ ONLY AFTER THE FILING OF A COMPLAINT
 34 AGAINST CONTRACTOR PURSUANT TO ARTICLE 5, SUBTITLE 29, OF THE
 35 BALTIMORE CITY CODE, AS AMENDED FROM TIME TO TIME, CONTRACTOR AGREES
 36 TO PROVIDE THE CITY, WITHIN 60 CALENDAR DAYS, A TRUTHFUL AND COMPLETE
 37 LIST OF THE NAMES OF ALL SUBCONTRACTORS, VENDORS, AND SUPPLIERS THAT
 38 CONTRACTOR HAS USED IN THE PAST ~~5~~ 4 YEARS ON ANY OF ITS CONTRACTS THAT
 39 WERE UNDERTAKEN WITHIN THE BALTIMORE CITY MARKET AREA AS DEFINED IN
 40 ARTICLE 5, §28-1(D) OF THE BALTIMORE CITY CODE, AS AMENDED FROM TIME TO
 41 TIME, INCLUDING THE TOTAL DOLLAR AMOUNT PAID BY CONTRACTOR FOR EACH
 42 SUBCONTRACT OR SUPPLY CONTRACT. CONTRACTOR AGREES TO FULLY
 43 COOPERATE IN ANY INVESTIGATION CONDUCTED BY THE CITY PURSUANT TO THE
 44 CITY’S COMMERCIAL NON-DISCRIMINATION POLICY, AS CONTAINED IN ARTICLE
 45 5, SUBTITLE 29, OF THE BALTIMORE CITY CODE, AS AMENDED FROM TIME TO TIME.

1 CONTRACTOR UNDERSTANDS AND AGREES THAT VIOLATION OF THIS CLAUSE IS A
2 MATERIAL BREACH OF THE CONTRACT AND MAY RESULT IN CONTRACT
3 TERMINATION, DEBARMENT, AND OTHER SANCTIONS.

4 **§ 29-18. OTHER LEGAL REMEDIES.**

5 THE REMEDIES PROVIDED BY THIS SUBTITLE ARE IN ADDITION TO ANY OTHER STATUTORY,
6 LEGAL, OR EQUITABLE REMEDIES THAT MAY BE AVAILABLE AND ARE NOT INTENDED TO BE
7 PREREQUISITE TO OR EXCLUSIVE OF ANY OTHER REMEDIES.

8 **§ 29-19. NON-INTERRUPTION OF PERFORMANCE.**

9 THE FILING, INVESTIGATION, HEARING, AND APPEAL OF A COMPLAINT UNDER THIS SUBTITLE
10 DOES NOT HINDER OR AFFECT THE AWARD OF, PERFORMANCE OF, OR PAYMENT ON A
11 CONTRACT PRIOR TO A FINAL ADMINISTRATIVE DECISION THAT ESTABLISHES A VIOLATION.

12 **§ 29-20. RULES AND REGULATIONS.**

13 (A) *SOLICITOR MAY ADOPT.*

14 THE CITY SOLICITOR MAY ADOPT RULES AND REGULATIONS TO CARRY OUT THIS
15 SUBTITLE.

16 (B) *FILING WITH LEGISLATIVE REFERENCE.*

17 A COPY OF ALL RULES AND REGULATIONS MUST BE FILED WITH THE DEPARTMENT OF
18 LEGISLATIVE REFERENCE BEFORE THEY TAKE EFFECT.

19 **Subtitle 40. Debarment from City Contracts**

20 **§ 40-7. Violations of other laws.**

21 (a) *Judgments.*

22 The Board may debar a person from entering into a contract with the City if that person,
23 or a principal of that person, or any other person substantially involved in that person’s
24 contracting activities:

25 (1) has been convicted under the laws of the City, this State, another state, or the
26 United States of:

27 (i) a criminal offense incident to obtaining, attempting to obtain, or
28 performing a public or private contract; or

29 (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records,
30 or receiving stolen property;

31 (2) has been convicted of a criminal violation of an antitrust statute of this State,
32 another state, or the United States;

- 1 (3) has been convicted of a violation of the Racketeer Influenced and Corrupt
2 Organization Act or of the Mail Fraud Act for acts in connection with the
3 submission of bids or proposals for a public or private contract;
- 4 (4) has been convicted of a violation of Title 14 {"Preferences"}, Subtitle 3
5 {"Minority Business Participation"} of the State Finance and Procurement
6 Article;
- 7 (5) has been convicted of conspiracy to commit any act or omission that would
8 constitute grounds for conviction under any of the laws or statutes described in
9 paragraphs (1) through (5) of this subsection; [or]
- 10 (6) has been found civilly liable under an antitrust statute of this State, another state,
11 or the United States for acts or omissions in connection with the submission of
12 bids or proposals for a public or private contract; OR
- 13 (7) HAS BEEN FOUND IN A FINAL ADMINISTRATIVE DETERMINATION ~~TO~~ TO HAVE
14 VIOLATED THE CITY'S COMMERCIAL NON-DISCRIMINATION POLICY, AS SET FORTH
15 IN SUBTITLE 29 OF THIS ARTICLE.

16 (b) *Admissions.*

17 The Board may debar a person from entering into a contract with the City if, during the
18 course of an official investigation or other proceeding, that person, or a principal of that
19 person, or any other person substantially involved in that person's contracting activities
20 has admitted, in writing or under oath, an act or omission that constitutes grounds for
21 conviction or liability under any law described in subsection (a) of this section.

22 **SECTION 2. AND BE IT FURTHER ORDAINED,** That the catchlines contained in this Ordinance
23 are not law and may not be considered to have been enacted as a part of this or any prior
24 Ordinance.

25 **SECTION 3. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on ~~the 30th day~~
26 after the date it is enacted July 1, 2006. Discrimination that occurs before the effective date shall
27 not be actionable under this Subtitle.

Certified as duly passed this _____ day of _____, 20__

President, Baltimore City Council

Certified as duly delivered to His Honor, the Mayor,

this _____ day of _____, 20__

Chief Clerk

Approved this _____ day of _____, 20__

Mayor, Baltimore City