# MASTER AGREEMENT

**BALTIMORE COUNTY, MARYLAND**
**Office of Budget and Finance**

Document ID: **00003480** Fiscal Year:
Version: **2** **Modification**
Buyer: **Tom Acree**
Buyer Phone: **410-887-2265**
Effective Date: **02/06/17** Expiration Date: **02/05/18**
Date Printed: **March 10, 2017**

**Vendor ID:** VC005585

WALTERS RELOCATIONS INC

2001 ELGIN AVE

BALTIMORE MD 21217

Document Description: Moving Services On-Call

Approved by County Council:

Not to Exceed: $111,061.88

Reason for Modification:

Modified Master Agreement to change the expiration date to reflect Initial Term of the Agreement, adjusted Not to Exceed amount, and add the renewal periods and the Board Award Date per County Council approval on 03/06/2017.

Extended Description:

Incorporating the Baltimore County Solicitation #B-1070 dated 10/24/16 as amended by Amendment #1 dated 10/19/2016, including, but not limited to, the Bid Response, Procurement Affidavit, and Insurance, as applicable. Vendor contact Raymond Briggs, 410-462-2794 Agency contact Linda Abel 410-887-8157/Dean Grondin 410-887-8690, Two vendors awarded, Not to Exceed amount for both together may not exceed $222,123.75 for the entire term of the agreement, including all renewals. County Council approved 3/6/17.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

PURCHASING

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|---|---|

| Line No. | Commodity | UoM | Unit Price | Discount % Off Catalog $ | Contract Amount |
|---|---|---|---|---|---|
| 1 | 96256 | HOUR | $12.0000 | 0.0000 | $0.00 |
| Labor, supervisor, moving services, weekdays (8:00 am-5:00 pm) and Saturdays, as per specifications | | | | | |
| 2 | 96256 | HOUR | $12.0000 | 0.0000 | $0.00 |
| Labor, supervisor, moving services, weekday evenings (5:00 pm-12:00 am) and Saturdays, as per specifications | | | | | |
| 3 | 96256 | HOUR | $12.0000 | 0.0000 | $0.00 |
| Labor, supervisor, moving services, Sundays and holidays, as per specifications | | | | | |
| 4 | 96256 | HOUR | $35.0000 | 0.0000 | $0.00 |
| Labor, mover/laborer, moving services, Weekdays (8:00 am-5:00 pm) and Saturdays as per specifications | | | | | |
| 5 | 96256 | HOUR | $35.0000 | 0.0000 | $0.00 |
| Labor, moving services, weekday evenings (5:00 pm-12:00 am) and Saturdays, as per specifications | | | | | |
| 6 | 96256 | HOUR | $35.0000 | 0.0000 | $0.00 |
| Labor/Moving services, Sundays and holidays, as per specifications | | | | | |
| 7 | 96256 | HOUR | $32.0000 | 0.0000 | $0.00 |
| Labor, Installers, moving services, weekdays (8:00 am-5:00 pm) and Saturdays, as per specifications | | | | | |
| 8 | 96256 | HOUR | $32.0000 | 0.0000 | $0.00 |
| Labor, Installers, evenings (5:00 pm-12:00 am) and Saturdays, as per specifications | | | | | |
| 9 | 96256 | HOUR | $32.0000 | 0.0000 | $0.00 |
| Labor, Installers, Sundays and Holidays, as per specifications | | | | | |
| 10 | 96256 | DAY | $0.0000 | 0.0000 | $0.00 |
| Dollies, four wheel, moving services, prices per cart per day, as per specifications | | | | | |
| 11 | 96256 | DAY | $3.0000 | 0.0000 | $0.00 |
| Crates, moving services, 27" L X 12" H X 16.5" W priced per each per day, as per specifications. | | | | | |
| 12 | 96256 | DAY | $5.0000 | 0.0000 | $0.00 |
| Library Carts,moving services, price per cart per day as per specifications | | | | | |
| 13 | 96256 | EACH | $2.0000 | 0.0000 | $0.00 |
| Boxes, legal, moving services, as per specifications | | | | | |

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|---|---|---|

| Line No. | Commodity | UoM | Unit Price | Discount % Off Catalog $ | Contract Amount |
|---|---|---|---|---|---|
| 14 | 96256 | SHT | $0.0600 | 0.0000 | $0.00 |
| Labels, per sheet, moving services, as per specifications | | | | | |
| 15 | 96256 | EACH | $2.0000 | 0.0000 | $0.00 |
| Computer bags, moving services, as per specifications | | | | | |
| 16 | 96256 | ROLL | $10.0000 | 0.0000 | $0.00 |
| Bubble wrap, roll of 50 feet, moving services, as per specifications | | | | | |
| 17 | 96256 | ROLL | $0.0000 | 0.0000 | $0.00 |
| Shrink wrap, roll of 50 feet, moving services, as per specifications | | | | | |
| 18 | 96256 | CUFT | $1.0000 | 0.0000 | $0.00 |
| Storage charges, paid per cubic foot per month, moving services, as per specifications | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Renewal Period No: | 1 | Renewal Begin Date: | 02/06/18 | Renewal End Date: | 02/05/19 |
| Renewal Period No: | 2 | Renewal Begin Date: | 02/06/19 | Renewal End Date: | 02/05/20 |
| Renewal Period No: | 3 | Renewal Begin Date: | 02/06/20 | Renewal End Date: | 02/05/21 |
| Renewal Period No: | 4 | Renewal Begin Date: | 02/06/21 | Renewal End Date: | 02/05/22 |

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.

2. If this Master Agreement, Contract, or Purchase Order is for an amount of $25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for $25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.

3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.

4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.

5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.

6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.

7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of $25,000 per year or in excess of two years.

8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.

9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.

11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.

13. Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.

14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.

16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the county, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.

19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:
By: _____
Director of Budget and Finance
or Director's designee

Baltimore County, Maryland
By: _____
County Administrative Officer

Reviewed for Legal Sufficiency
(based upon typeset document)
By: _____
Baltimore County Office of Law
(approval does not convey approval or disapproval of substantive nature of the transaction)

ORIGINAL

**BALTIMORE COUNTY, MARYLAND**
**CONTRACT**

THIS AGREEMENT made this 16th day of March, 2017 (the "Agreement") is by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, (hereinafter "County") and **WALTERS RELOCATIONS, INC., 2001 Elgin Avenue, Baltimore, MD 21217** (hereinafter the "Contractor").

WHEREAS, the said Contractor, hereby covenants and agrees to perform all services, in strict and entire conformity with the **Attachment A** entitled, "Services and/or Scope of Work to be Performed", and any Master Agreement subsequently issued and the Request for Bid, Bid No. B-1070, "Moving Services, Term Agreement" as amended, and the Contractor's response and any amendments or revisions thereto, (collectively, the "Bid").

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor an amount as set forth herein for services and/or scope of work rendered in accordance with this Agreement, the other attachments hereto (**Attachment A**, entitled, "Services and/or Scope of Work to be Performed", **Attachment B**, entitled "Insurance Provision and Certificate of Insurance," and **Attachment C**, entitled "Contract Affidavit") and if applicable, the Bid and the Master Agreement all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), then the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. **Contractor's Duties**. The Contractor shall be an independent contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services outlined in **Attachment A** hereto. The Contractor's services and/or scope of work to be performed will be provided with due care and in a manner satisfactory to the County and in accordance with all applicable professional standards.

2. **Compensation**.

2.1 In consideration of the services and/or scope of work to be performed to be provided by the Contractor, the County shall pay the Contractor in accordance with the unit prices set forth in the bid.

2.2 The Contractor shall submit invoices monthly. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Order number and line number(s) that correspond with resulting orders
- Services and/or scope of work performed during the preceding billing period

Original invoices shall be submitted to Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204. Copies of invoices shall be sent to Baltimore County Property Management Division, 12200 Long Green Pike, Glen Arm, Maryland 21057. Invoices in the proper form and approved by the County shall be paid by the County within thirty (30) days of receipt thereof. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

2.3 In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of Twenty Five Thousand Dollars ($25,000) unless the County Council approves this Agreement and the term is thereby extended as described in Paragraph 3.1 below. The Contractor acknowledges that the County has entered into contracts with multiple Contractors pursuant to this solicitation. The Contractor further acknowledges that it is not guaranteed any minimum amount of work under this Agreement and that in no event shall the combined sum of compensation paid to all Contractors exceed the sum of Two Hundred Twenty Two Thousand, One Hundred Twenty Three Dollars and Seventy Cents ($222,123.75) during the entire term of this Agreement including renewals thereof.

3. **Term**.

3.1 This Agreement shall be retroactively effective from February 6, 2017 until March 31, 2017, unless the County Council approves this Agreement. In the event the County Council approves this Agreement, the term of this Agreement shall continue through February 5, 2018 (the "Initial Term"), at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to this Agreement. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 90 days, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor. In the event the County elects to extend this Agreement, the Contractor shall continue to submit invoices monthly, for services and/or scope of work rendered in the manner prescribed in Paragraph 2 hereof. Any compensation paid during the extension period shall, when added to sums already disbursed hereunder, not exceed the maximum amount set forth in Paragraph 2 of this Agreement. In the event any extension changes the terms and conditions set forth herein, including but not limited to, a change in the compensation, approval of the Baltimore County Council may be required.

3.2 The County reserves the right to renew this Agreement for four (4) additional one year renewal terms on the same terms and conditions set forth herein. The County will automatically renew this Agreement at the end of the Initial Term and each renewal term (except the last) unless it provides written notice of non-renewal to the Contractor prior to the end of the then current term. Unless set forth in a written amendment, the compensation and manner of payment set forth in Paragraph 2 shall remain unchanged, including but not limited to, the maximum amount of compensation available hereunder. In the event any renewal changes the terms and conditions set forth herein, the approval of the Baltimore County Council may be required.

4. Contractor's Representations and Warranties. The Contractor hereby represents the following:

4.1 The Contractor is a corporation, duly formed and validly existing under the laws of the State of Maryland and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The Contractor and the person executing this Agreement for the Contractor each warrant that he is the person set forth in the Procurement Affidavit with the authority to execute and seal this Agreement on the Contractor's behalf.

4.4 The professional services and/or scope of work to be provided under this Agreement shall be performed competently and with due care, in accordance with all applicable laws, codes, ordinances, regulations and licensing requirements and free from defects in workmanship and materials, as applicable. The parties understand and agree that this Agreement may be for the provision of a combination of goods and services. In such case, the parties hereby agree that the warranties of merchantability and fitness for a particular purpose and use shall apply to the portion of this Agreement that is pertaining to or for goods. The parties understand and agree that the County shall rely upon all express warranties contained in this Agreement, including but not limited to the Bid, and any sample or model presented by the Contractor and expressly accepted by the County.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services and/or scope of work and provide the goods, as applicable, required pursuant to this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 The Contractor has delivered to the County such written financial statements, schedules or reports in such form and containing such information and accompanied by such documents as requested or required by the County concerning the financial condition of the Contractor. Such documentation fairly and accurately represents the financial condition of the Contractor as of their date and the results of its operations for the period then ended. There has been no material adverse change in the financial condition of the Contractor or the results of its operations since the date of such financial statements, schedules or reports.

4.7 All representations and warranties made in the Procurement Affidavit, the Bid response, the Contract Affidavit, attached hereto as **Attachment C** and incorporated herein, and this Agreement remain true and correct in all respects throughout the term of this Agreement.

5. **Termination for Convenience.**

5.1 The County may terminate this Agreement, in whole or in part, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for

convenience does not render this Agreement illusory or unenforceable.

5.2 In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. Insurance. The Contractor shall provide evidence of insurance as required by the County attached hereto as **Attachment B** in form and amounts acceptable to the County. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company. In the event of a conflict between the provisions of the insurance requirements set forth in the solicitation and this Agreement, the provisions of this Agreement shall prevail.

7. **Default**. The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

7.1 **Representations and Warranties.** If any representation or warranty, expressed or implied, of the Contractor and pertaining to this Agreement shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the term of this Agreement.

7.2 **Compliance with Covenants and Conditions.** If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

7.3 **Performance of Contractual Obligations.** If the services and/or scope of work hereunder are not performed in good faith and in accordance with the provisions of this Agreement.

7.4 **Conditions Precedent to Any Disbursement.** If the Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

7.5 **Bankruptcy.** If the Contractor becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by the Contractor in a bankruptcy court, or if the Contractor applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver for the Contractor or any of its assets and property, or makes a general assignment for the benefit of creditors; or in the absence of such application, consent, or acquiescence, a trustee, custodian, or receiver is appointed for the Contractor or for a substantial part of the assets and property of the Contractor and is not discharged within thirty (30) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is instituted against the Contractor and is consented to or acquiesced to by the Contractor or remains for sixty (60) days undismissed; or the Contractor takes any action to authorize any of the actions described in this subsection.

8. **Remedies for Default**.

8.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

b. To suspend the Contractor's authority to receive any undisbursed funds; and/or

c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under this Agreement, including but not limited to, calling upon any security, letter of credit, or bond and any other action authorized or permitted by applicable law; regulation, or equity.

8.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for services and/or scope of work *provided* up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder, and the Contractor agrees to remit any sums due and owing to the County within thirty (30) days of receipt of an invoice therefor.

9. **Remedies Cumulative and Concurrent**. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

10. **Confidential Information**. The Contractor shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

11. **Conflict of Interest**. The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this Agreement and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension or renewal thereof, the Contractor shall immediately advise the County in writing thereof.

12. **Assignment**.

12.1 Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. The Contractor further agrees to provide a minimum of ninety (90) days' written notice to the County prior to entering into any

bankruptcy, merger or consolidation where the surviving entity will be unwilling or unable to accept the Contractor's obligations hereunder, to enable the County to procure the goods or services elsewhere. In the event the cost of procuring such alternate goods or services increases the cost to the County, and/or delays delivery time of any product, in addition to any other remedies available to the County, the Contractor shall pay to the County, as damages, any additional costs incurred.

12.2 Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

13. **Delegation of Duties**. The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

14. **Indemnification**.

14.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney fees which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

14.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney fees which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the Contractor's work under this Agreement.

14.3 Unless notified by the County in writing to the contrary, Contractor shall provide defense for County, its employees, agents and officials in accordance with this Article 14. Contractor shall allow County to participate in said defense of County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with County in all aspects in connection therewith.

15. **Integration and Modification**. This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

16. **Fee Prohibition**. The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the County,

from all such claims, suits or demands.

17. **No Partnership**. Nothing contained in this Agreement shall be construed in any manner to create any relationship between the Contractor and the County other than expressly specified herein and the Contractor and the County shall not be considered partners or co-venturers for any purpose on account of this Agreement.

18. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland and Baltimore County, Maryland.

19. **Recitals and Conflicting Terms**.

19.1 The Recitals are hereby incorporated into this Agreement. The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is also hereby incorporated and made a part of this Agreement, provided, however that any preprinted terms and conditions of any purchase order or other ordering document issued by the County in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of the Agreement, shall not be binding on the Contractor and shall not be deemed to modify this Agreement.

19.2 In the event of a conflict between the Bid (including standard specifications) and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

19.3 If a conflict arises between the provisions of this Agreement and any Purchase Order, the provisions of this Agreement shall prevail.

20. **Severability**. If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

21. **Time is of the Essence**. TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

22. **Funding**. The failure of the County to appropriate sufficient funds in any future fiscal year to provide funds for this Agreement shall entitle the County to terminate this Agreement without prior notice to the Contractor.

23. **Counterparts**. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

24. **Ownership of Goods**. All finished or unfinished work or work product, reports, or goods that are the subject of this Agreement shall be and shall remain the property of the County.

25. **Discrimination Prohibited**.

25.1 In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Agreement, the Contractor shall not:

a. Fail or refuse to hire, or discharge, any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, political affiliation,

marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test;

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test; or

c. Request or require genetic tests or genetic information as a condition for hiring or determining benefits.

25.2 All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

26. **Reports / Information/Inspections / and Audits.** The Contractor shall furnish the County with reports or information upon request. Reports produced for the County under this Agreement should be on recycled and recyclable paper printed on both sides.

27. **Notice**. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify in writing to the other party:

**FOR THE COUNTY:**
**George Klunk, Chief**
**Property Management**
**12200 Long Green Pike**
**Glen Arm, MD 21057**
**Phone: 410-887-3861**
**Fax: 410-8875915**

**FOR THE CONTRACTOR:**
**Raymond Briggs, Director of Sales**
**Walters Relocations, Inc.**
**2001 Elgin Avenue**
**Baltimore MD 21217**
**Phone: 410-462-2794**
**E-mail: rbriggs@walterslocations.com**

28. **Political Contribution Disclosure Affirmation**. The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least $100,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of $500 during defined reporting periods.

29. **No Waiver, Etc.** No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

30. **Survival**. Those sections in this Agreement which by their nature are intended to survive, including but not limited to Sections 4 (Contractor's Representations and Warranties), 10 (Confidential Information), 14 (Indemnification), shall survive the termination of this Agreement.

IN WITNESS WHEREOF, it is the intent of the parties that Contractor has signed this Agreement under seal and further, that the parties have executed this Agreement the day and year first written above.

WITNESS:

**WALTERS RELOCATIONS, INC.**
Federal Identification No. 52-1571089

By: _____ (SEAL)
Raymond Briggs
Director of Sales

WITNESS:

Donna Morrison

**BALTIMORE COUNTY, MARYLAND**

By: _____
Fred Homan Date
Administrative Officer

APPROVED FOR FORM AND LEGAL SUFFICIENCY*

(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

1/4/17 12/14/16
OFFICE OF THE COUNTY ATTORNEY 1938
*Approval of Form and Legal Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

OFFICE OF BUDGET AND FINANCE:

MASTER AGREEMENT ONLY
ENCUMBRANCES ARE BY DELIVERY ORDER

Michael S Kolbe 1/3/17
Office of Budget and Finance Date UNR

REVIEWED AND APPROVED:

Keith Dorsey
Keith Dorsey, Director
Office of Budget and Finance

**BALTIMORE COUNTY COUNCIL**

By: _____ 3/6/17
Chair Date

BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665

# REQUEST FOR BID NO. B-1070

# MOVING SERVICES, TERM AGREEMENT

**Due Date: 10/24/16, Time: 2:15 PM**

## AMENDMENT NO. 1
**DATED 10/19/16**

**THOMAS ACREE, ASSISTANT BUYER**
**PHONE: 410-887-2265**
**EMAIL: tacree@baltimorecountymd.gov**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS ADDENDUM AND RETURN WITH YOUR BID.**

**Walters Relocations, Inc.**
Company Name

Raymond Longo
Signature

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1070
MOVING SERVICES, TERM AGREEMENT
Due Date: 10/24/16, Time: 2:15 P.M.

| *REVISED* PRICE SHEET PAGE 1 OF 2 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY /SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 1 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, weekday (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 110 | Hour | $ 12.00 | $ 1320.00 |
| 2 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications | 75 | Hour | $ 12.00 | $ 900.00 |
| 3 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, Sundays and holidays, as per specifications. | 5 | Hour | $ 12.00 | $ 60.00 |
| 4 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, weekday (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 275 | Hour | $ 35.00 | $ 9625.00 |
| 5 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications. | 100 | Hour | $ 35.00 | $ 3500.00 |
| 6 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, Sundays and holidays, as per specifications. | 5 | Hour | $ 35.00 | $ 175.00 |
| 7 | **COMMODITY CODE: 96256** Labor, installer, moving services, weekday evenings (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 275 | Hour | $ 32.00 | $ 8800.00 |
| 8 | **COMMODITY CODE: 96256** Labor, installer, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications. | 100 | Hour | $ 32.00 | $ 3200.00 |
| 9 | **COMMODITY CODE: 96256** Labor, installers, moving services, Sundays and Holidays, as per specifications. | 5 | Hour | $ 32.00 | $ 160.00 |

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1070
MOVING SERVICES, TERM AGREEMENT
Due Date: 10/24/16, Time: 2:15 P.M.

| *REVISED* PRICE SHEET PAGE 2 OF 2 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY /SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 10 | COMMODITY CODE: 96256 Dollies, four wheel, moving services, priced per each per day, as per specifications. | 1 | Day | $ 0 | $ 0 |
| 11 | COMMODITY CODE: 96256 Crates, moving services, 27"L X 12"H X 16.5"W, priced per each per day, as per specifications. | 650 | Day | $ 3.00 | $ 1950.00 |
| 12 | COMMODITY CODE: 96256 Library carts, moving services, priced per each per day, as per specifications. | 1 | Day | $ 5.00 | $ 5.00 |
| 13 | COMMODITY CODE: 96256 Boxes, legal size, moving services, as per specifications. | 1,750 | Each | $ 2.00 | $ 3500.00 |
| 14 | COMMODITY CODE: 96256 Labels, sheets of six (6) moving services, as per specifications. | 400 | Sheet | $ .06 ea | $ 24.00 |
| 15 | COMMODITY CODE: 96256 Bags, computer, moving services, as per specifications. | 70 | Each | $ 2.00 | $ 140.00 |
| 16 | COMMODITY CODE: 96256 Bubble Wrap, roll of fifty (50) feet moving services, as per specifications. | 10 | Roll | $ 10 | $ 100.00 |
| 17 | COMMODITY CODE: 96256 Shrink wrap, roll of fifty (50) feet, moving services, as per specifications. | 10 | Roll | $ 0 | $ 0 |
| 18 | COMMODITY CODE: 96256 Storage Charges, paid per cubic foot per month, moving services, as per specifications. | 40 | CuFt | $ 1.00 | $ 40.00 |

GRAND TOTAL $ 33,499.00

COMPANY NAME: Walters Relocations, Inc.

FED ID OR SOCIAL SECURITY NO. 52-1571089

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1070
MOVING SERVICES, TERM AGREEMENT
Due Date: 10/24/16, Time: 2:15 P.M.

PROPOSAL SIGNATURE COVER PAGE

**SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.**

COMPANY NAME: Walters Relocations, Inc.

ADDRESS: 2001 Elgin Ave

Baltimore (City), Maryland (State) 21217 (Zip Code)

TELEPHONE: 410-462-2794 FAX: 410-462-9026

SIGNED: Raymond Briggs DATE: October 21, 2016

PRINT NAME: Raymond Briggs TITLE: Director of Sales

TAX ID NUMBER (FIN/SS#) 52-1571089 EMAIL: rbriggs@waltersrelocations.com

**Is your company a certified Minority Business Enterprise?** *Bidders must complete the applicable Minority Participation Affidavit attached.*

**Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package.** RB

**Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens?** If YES, check here ✓

**NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:**

Walters Relocations, Inc.
PO Box 28276
Baltimore, MD 21234
ATTN: Raymond Briggs

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within _____ calendar days after receipt of order.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at http://www.baltimorecountymd.gov/purchasing.

"PRIME" CONTRACTOR
MINORITY INFORMATION

**This form is NOT applicable to Sub-Contractor requirements, and should be completed by the PRIME Contractor ONLY.**

## A. AUTHORIZED REPRESENTATIVE

I am the [title] **Director of Sales** of [business] **Walters Relocations, Inc.** (the "Business").

## B. DEFINITIONS

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

## C. INFORMATION REGARDING MINORITY STATUS

[ X ] The Business is a certified MBE X or WBE ___

[ X ] Maryland State Department of Transportation (MDOT) # **02-178**

[ X ] City of Baltimore # **98-003483**

[ ___ ] Name Other Jurisdiction: _____ #_____

[ ___ ] The Business is not a certified MBE/WBE, however, the ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

____ African American ____ Hispanic American ____ Caucasian
____ Asian American ____ Native American ____ Other

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: **October 21, 2016**

By: Raymond Briggs
Name: **Raymond Briggs**
Title: **Director of Sales**
(Authorized Representative)

SIDE 2

## MBE / WBE Certification

| Maryland Department of Transportation (MDOT) | City of Baltimore |
|---|---|
| Certification #: 02-178 | Certification #: 98-003483 |
| Certification Date: 05 / 02 / 2002 | Certification Date: 06 / 28 / 2016 |
| Pending: | Pending: |

## Business Ownership (Check Only One)

| | | | | | |
|---|---|---|---|---|---|
| | G | Government Entity | | O | Other: |
| | H | Disabled | | P | Non Profit |
| | MA | Minority-owned, Not small business | | W | Woman-owned, Small business |
| X | M | Minority-owned, Small business | | WA | Woman-owned, Not small business |
| | NS | Non-minority-owned, small business | | X | Woman-owned, Minority, Small business |
| | NL | Non-minority-owned, Large business | | XA | Woman-owned, Minority, Not small business |

## Type of Business/Organization

| | | | |
|---|---|---|---|
| | Association | | Attorney |
| | Government Entity | | Educational Institution |
| | Medical Service Provider | | Non-profit Organization |
| x | Other: (explain) **Moving & Storage** | | Financial Institution |

## Ethnicity of Ownership (Check Only One)

| | | | | | |
|---|---|---|---|---|---|
| | A | Asian American | | I | American Indian/Alaskan Native |
| X | B | African American | | N | Non-minority |
| | H | Hispanic American | | O | Other Ethnic Group: |

## Incorporation

Incorporation State: **Maryland** OR Date Business Started 5 / 20 / 1988

## Signature

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.

| Signature: | Title: | Date: |
|---|---|---|
| | **Director of Sales** | **10/21/16** |

## References/Projects

**Customer:** Baltimore County Public Schools
**Contact:** Robert Powers
**Telephone#:** 410-302-3116
Project: "On-Call Moving Services" moving of Administration and various schools
**Year completed:** December 2012 – present

**Customer:** Baltimore County Government
**Contact:** Linda Abel
**Telephone#:** 443-668-1100
Project: "On-Call Moving Services" for Baltimore County Government
**Year completed:** March 2012 – present

**Customer:** University Maryland College Park
**Contact:** Vaughn Rich
**Location:** College Park, MD
**Telephone:** 240-375-1092
Project: Professional Moving Services
**Year Completed:** August 2005 - present

**Customer:** University Maryland University College
**Contact:** Kathy Eusebe
**Location:** Adelphi, MD
**Telephone:** 301-985-7559
Project: "On-Call Professional Moving Services"
**Year Completed:** August 2007 - present

**Customer:** Baltimore City Public Schools
**Contact:** Tia Turner
**Telephone#:** 410-396-8830 offc 443-506-4411 cell
Project: "Moving Services" of Furniture, Books, Supplies and equipment for all Schools and offices as required.
**Location:** Baltimore City, MD
**Year completed:** December 2003 – present

BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665

# REQUEST FOR BID NO. B-1070

# MOVING SERVICES, TERM AGREEMENT

**Due Date: 10/24/16, Time: 2:15 PM**

## AMENDMENT NO. 1
**DATED 10/19/16**

**THOMAS ACREE, ASSISTANT BUYER**
**PHONE: 410-887-2265**
**EMAIL: tacree@baltimorecountymd.gov**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT OF THIS ADDENDUM AND RETURN WITH YOUR BID.**

_____ _____
Company Name Signature

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1070**
**MOVING SERVICES, TERM AGREEMENT**

## AMENDMENT NO. 1

1. **Question:** What was the bid response on the current award for Moving Services?

   **Answer:** Please see Attachment 1 which is posted on our web site.

2. **Question:** How much has been awarded to date for Moving Services?

   **Answer:** There were two (2) companies awarded which were Walters Relocations and Hampden Moving. The present total dollars awarded respectfully to date are $123,435.41 and $89,844.54.

3. Please replace the price pages with the attached revised pages.

4. Please see Attachment 2 which is posted to our web site for revised Line Item 11 clarification.

5. All other terms and conditions remain the same.

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1070**
**MOVING SERVICES, TERM AGREEMENT**
**Due Date: 10/24/16, Time: 2:15 P.M.**

| ***REVISED* PRICE SHEET PAGE 1 OF 2** | | **REQUEST FOR BID** | | | |
|---|---|---|---|---|---|
| **LINE NO.** | **COMMODITY /SERVICE DESCRIPTION** | **QUANTITY FROM/TO** | **UNIT** | **UNIT PRICE** | **EXTENDED AMOUNT** |
| 1 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, weekday (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 110 | Hour | $_____ | $_____ |
| 2 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications | 75 | Hour | $_____ | $_____ |
| 3 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, Sundays and holidays, as per specifications. | 5 | Hour | $_____ | $_____ |
| 4 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, weekday (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 275 | Hour | $_____ | $_____ |
| 5 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications. | 100 | Hour | $_____ | $_____ |
| 6 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, Sundays and holidays, as per specifications. | 5 | Hour | $_____ | $_____ |
| 7 | **COMMODITY CODE: 96256** Labor, installer, moving services, weekday evenings (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 275 | Hour | $_____ | $_____ |
| 8 | **COMMODITY CODE: 96256** Labor, installer, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications. | 100 | Hour | $_____ | $_____ |
| 9 | **COMMODITY CODE: 96256** Labor, installers, moving services, Sundays and Holidays, as per specifications. | 5 | Hour | $_____ | $_____ |

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1070**
**MOVING SERVICES, TERM AGREEMENT**
**Due Date: 10/24/16, Time: 2:15 P.M.**

| *REVISED* PRICE SHEET PAGE 2 OF 2 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY /SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 10 | **COMMODITY CODE: 96256** Dollies, four wheel, moving services, priced per each per day, as per specifications. | 1 | Day | $_____ | $_____ |
| 11 | **COMMODITY CODE: 96256** Crates, moving services, 27"L X 12"H X 16.5"W, priced per each per day, as per specifications. | 650 | Day | $_____ | $_____ |
| 12 | **COMMODITY CODE: 96256** Library carts, moving services, priced per each per day, as per specifications. | 1 | Day | $_____ | $_____ |
| 13 | **COMMODITY CODE: 96256** Boxes, legal size, moving services, as per specifications. | 1,750 | Each | $_____ | $_____ |
| 14 | **COMMODITY CODE: 96256** Labels, sheets of six (6) moving services, as per specifications. | 400 | Sheet | $_____ | $_____ |
| 15 | **COMMODITY CODE: 96256** Bags, computer, moving services, as per specifications. | 70 | Each | $_____ | $_____ |
| 16 | **COMMODITY CODE: 96256** Bubble Wrap, roll of fifty (50) feet moving services, as per specifications. | 10 | Roll | $_____ | $_____ |
| 17 | **COMMODITY CODE: 96256** Shrink wrap, roll of fifty (50) feet, moving services, as per specifications. | 10 | Roll | $_____ | $_____ |
| 18 | **COMMODITY CODE: 96256** Storage Charges, paid per cubic foot per month, moving services, as per specifications. | 40 | CuFt | $_____ | $_____ |

**GRAND TOTAL $_____**

**COMPANY NAME:** _____

**FED ID OR SOCIAL SECURITY NO.** _____

REQUEST FOR BID NO. B-462 OPENED 10/07/11 @ 2:00 P.M.
MOVING SERVICES, TERM CONTRACT

| | | Walters Relocations Inc | Hampden Moving and Storage Inc | Ace Relocation Systems Inc | Allen & Son Moving/Storage |
|---|---|---|---|---|---|
| | 1 | $9,900.00 | $8,400.00 | $9,000.00 | $10,500.00 |
| | 2 | $1,320.00 | $1,200.00 | $1,400.00 | $1,400.00 |
| | 3 | $97,500.00 | $81,250.00 | $89,375.00 | $113,750.00 |
| | 4 | $9,450.00 | $7,875.00 | $9,450.00 | $11,025.00 |
| | 5 | $8,750.00 | $7,500.00 | $7,500.00 | $8,750.00 |
| | 6 | $525.00 | $405.00 | $480.00 | $525.00 |
| | 7 | $16,900.00 | $32,500.00 | $35,750.00 | $45,500.00 |
| | 8 | $1,950.00 | $3,750.00 | $4,500.00 | $5,250.00 |
| | 9 | $16,900.00 | $26,000.00 | $35,100.00 | $65,000.00 |
| | 10 | $0.00 | $52.50 | $0.00 | $2,250.00 |
| | 11 | $0.00 | $375.00 | $0.00 | $2,250.00 |
| | 12 | $750.00 | $450.00 | $0.00 | $2,250.00 |
| | 13 | $4,000.00 | $4,600.00 | $3,500.00 | $10,000.00 |
| | 14 | $600.00 | $20.00 | $0.00 | $2,600.00 |
| | 15 | $300.00 | $50.00 | $200.00 | $1,000.00 |
| | 16 | $2,500.00 | $125.00 | $8,750.00 | $2,500.00 |
| | 17 | $0.00 | $75.00 | $8,750.00 | $1,250.00 |
| | 18 | $9,216.00 | $17,280.00 | $19,584.00 | $691,200.00 |
| Total | | $180,561.00 | $191,907.50 | $233,339.00 | $977,000.00 |

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-462
MOVING SERVICES, TERM CONTRACT
Due Date: 10/07/11, Time: 2:00 P.M.

| PRICE SHEET PAGE 1 OF 3 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 1 | **COMMODITY CODE: 96256** Labor, supervisor, moving services, weekday evenings (4:00 p.m. – 12:00 a.m.) and Saturdays, as per specifications. | 80 | Hour | $_____ | $_____ |
| 2 | **COMMODITY CODE: 96256** Labor, supervisor, moving services, Sundays and holidays, as per specifications. | 10 | Hour | $_____ | $_____ |
| 3 | **COMMODITY CODE: 96256** Labor, mover/laborer, moving services, weekday evenings (4:00 p.m. – 12:00 a.m.) and Saturdays, as per specifications. | 250 | Hour | $_____ | $_____ |
| 4 | **COMMODITY CODE: 96256** Labor, mover/laborer, moving services, Sundays and holidays, as per specifications. | 15 | Hour | $_____ | $_____ |
| 5 | **COMMODITY CODE: 96256** Labor, installer, moving services, weekday evenings (4:00 p.m. – 12:00 a.m.) and Saturdays, as per specifications. | 250 | Hour | $_____ | $_____ |
| 6 | **COMMODITY CODE: 96256** Labor, installer, moving services, Sundays and holidays, as per specifications. | 15 | Hour | $_____ | $_____ |
| 7 | **COMMODITY CODE: 96256** Labor, truck driver, moving services, weekday evenings (4:00 p.m. – 12:00 a.m.) and Saturdays, as per specifications. | 250 | Hour | $_____ | $_____ |

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-462
MOVING SERVICES, TERM CONTRACT
Due Date: 10/07/11, Time: 2:00 P.M.

| PRICE SHEET PAGE 2 OF 3 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 8 | **COMMODITY CODE: 96256** Labor, truck driver, moving services, Sundays and holidays, as per specifications. | 15 | Hour | $_____ | $_____ |
| 9 | **COMMODITY CODE: 96256** Truck, twenty-four (24) foot van, moving services, as per specifications. | 250 | Hour | $_____ | $_____ |
| 10 | **COMMODITY CODE: 96256** Dollies, four wheel, moving services, priced per each per day, as per specifications. | 100 | Days | $_____ | $_____ |
| 11 | **COMMODITY CODE: 96256** Dollies, panel, moving services, priced per each per day, as per specifications. | 100 | Days | $_____ | $_____ |
| 12 | **COMMODITY CODE: 96256** Library carts, moving services, priced per each per day, as per specifications. | 100 | Days | $_____ | $_____ |
| 13 | **COMMODITY CODE: 96256** Boxes, legal size, moving services, as per specifications. | 1,000 | Each | $_____ | $_____ |
| 14 | **COMMODITY CODE: 96256** Labels, roll of fifty (50) moving services, as per specifications. | 100 | Rolls | $_____ | $_____ |
| 15 | **COMMODITY CODE: 96256** Bags, computer, moving services, as per specifications. | 200 | Each | $_____ | $_____ |

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-462
MOVING SERVICES, TERM CONTRACT
Due Date: 10/07/11, Time: 2:00 P.M.

| PRICE SHEET PAGE 3 OF 3 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 16 | COMMODITY CODE: 96256<br>Bubble wrap, roll of fifty (50) feet, moving services, as per specifications. | 25 | Rolls | $_____ | $_____ |
| 17 | COMMODITY CODE: 96256<br>Shrink wrap, roll of fifty (50) feet, moving services, as per specifications. | 25 | Rolls | $_____ | $_____ |

GRAND TOTAL $_____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

**BALTIMORE COUNTY, MARYLAND**
**PURCHASING DIVISION**
**400 WASHINGTON AVENUE, ROOM 148**
**TOWSON, MARYLAND 21204-4665**

# REQUEST FOR BID NO. B-1070

# MOVING SERVICES, TERM AGREEMENT

**Due Date: 10/24/16, Time: 2:15 PM**

**Pre-Bid Conference: 10/12/16, Time: 2:00 PM**

**TOM ACREE, ASSISTANT BUYER**
**PHONE: 410-887-2265**
**EMAIL: tacree@baltimorecountymd.gov**

**Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.**

BIDDER CHECK LIST

____Have you signed your bid?
____Have you signed the Procurement Affidavit?
____Have you filled out all applicable forms?
____Have you returned the original? (and required duplicate copies when required?)
____Have you signed and returned amendments?
____Have you included the bid bond, if required?
____Have you completed, signed and included all required MBE/WBE forms and documents? (If applicable)
____ Have you included and verified the complete electronic version (CD) of your bid?

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1070**
**MOVING SERVICES, TERM AGREEMENT**

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**BALTIMORE COUNTY, MARYLAND**
**General Instructions for Solicitations**

## 1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

## 2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

**3. Reservations**

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

**4. Delivery**

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

**5. Competition**

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality

and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

## 6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

## 7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent

rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

**8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice**: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

**9. Authority**

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

**10. HIPAA**: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

**11. Reports**: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

**12. Terms of Contract**

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

**13. Severability:** If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

**14. Counterparts:** The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

**15. Survival:** The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

**16. No Waiver, Etc.:** No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon

a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

**17. Maryland Registration / Qualification Requirements:**

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland call SDAT at (410) 767-1340 or email at charterhelp@dat.state.md.us. Sole Proprietors and General Partnerships should call (410) 767-4991. You may download the SDAT forms at http://www.dat.state.md.us./sdatweb/sdatforms.html

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

**18. Eligibility of Candidates for Employment:**

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

**19. Warranty:**

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

**20. American Manufactured Goods Required for Public Works:**

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

**BALTIMORE COUNTY, MARYLAND**
**PROCUREMENT AFFIDAVIT**

## A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [*title*]_____ and I am duly authorized to represent and bind [*business name*] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

## B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

_____

_____

## C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

_____

_____

D. **AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

_____

_____

E. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

_____

_____

F. **SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. **AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

## H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least $100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of $500 during defined reporting periods.

## I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of ***(Insert State Name):*** _____

(2) The Business is a ***(please select one):***

- □ Corporation
- □ Partnership
- □ Limited Liability Company
- □ Limited Liability Partnership
- □ Sole Proprietor
- □ Other: _____

*(If sole proprietor #3 below does not apply, continue to #4.)*

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

□Yes □ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? □Yes □ No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

_____

c. If not, is the business in good standing in the formed in State of origination? □Yes □ No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

□Yes □ No

## J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

## K: AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

## L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

(1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.

(2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of $2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
   a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
   b. If the services under the contract are anticipated to be performed outside the United States;
   c. Where the services will be performed; and
   d. The reasons why it is necessary or advantageous to perform the services outside the United States.

(3) Indicate below whether or not the Business has information to disclose. (***You must check one of these***)

[ ] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.

[ ] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.

i. The services will be performed in the following location: _____

ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

## M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or

ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

## N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

## "PRIME" CONTRACTOR
## MINORITY INFORMATION

**This form is NOT applicable to Sub-Contractor requirements, and should be completed by the PRIME Contractor ONLY.**

### A. AUTHORIZED REPRESENTATIVE

I am the [title]_____ of [business] _____ (the "Business").

### B. DEFINITIONS

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

### C. INFORMATION REGARDING MINORITY STATUS

[___] The Business is a certified MBE ___ or WBE ___

[____] Maryland State Department of Transportation (MDOT) #_____

[____] City of Baltimore #_____

[____] Name Other Jurisdiction: _____ #_____

[____] The Business is not a certified MBE/WBE, however, the ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

____ African American ____ Hispanic American ____ Caucasian
____ Asian American ____ Native American ____ Other

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: _____ By: _____

Name:
Title:
(Authorized Representative)

## Taxpayer Identification Number (TIN) and Certification
### (Substitute for IRS Form W-9)
## COMPLETE BOTH SIDES OF FORM

**Baltimore County, Maryland**
Office of Budget and Finance
400 Washington Avenue, Room 148
Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

## SIDE 1

List your **legal business name** below, **as shown on your income tax return. Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies** (LLC) that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City State ZIP Code

Remittance Address, if different from above

City State ZIP Code

Contact Person Title

Phone Number ( ) - Ext: Fax Number ( ) -

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

**Social Security Number**

| | | | -- | | | -- | | | | |
|---|---|---|---|---|---|---|---|---|---|---|

OR

**Employer Identification Number**

| | | -- | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|

☐ **CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING**

☐ **CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:**

**Filing Status (Ownership) (LLC is not acceptable)**

| | | | |
|---|---|---|---|
| ☐ | Individual | ☐ | Sole Proprietor |
| ☐ | Corporation | ☐ | Partnership |
| ☐ | Other: (explain) | | |

**CERTIFICATION:**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

| Signature of U.S. Person | Date |
|---|---|
| | |

## SIDE 2

### MBE / WBE Certification

| Maryland Department of Transportation (MDOT) | City of Baltimore |
|---|---|
| Certification #: _____ | Certification #: _____ |
| Certification Date: _____ / _____ / _____ | Certification Date: _____ / _____ / _____ |
| Pending: _____ | Pending: _____ |

### Business Ownership (Check Only One)

| | | | | | |
|---|---|---|---|---|---|
| | G | Government Entity | | O | Other: _____ |
| | H | Disabled | | P | Non Profit |
| | MA | Minority-owned, Not small business | | W | Woman-owned, Small business |
| | M | Minority-owned, Small business | | WA | Woman-owned, Not small business |
| | NS | Non-minority-owned, small business | | X | Woman-owned, Minority, Small business |
| | NL | Non-minority-owned, Large business | | XA | Woman-owned, Minority, Not small business |

### Type of Business/Organization

| | | | |
|---|---|---|---|
| | Association | | Attorney |
| | Government Entity | | Educational Institution |
| | Medical Service Provider | | Non-profit Organization |
| | Other: (explain) | | Financial Institution |

### Ethnicity of Ownership (Check Only One)

| | | | | | |
|---|---|---|---|---|---|
| | A | Asian American | | I | American Indian/Alaskan Native |
| | B | African American | | N | Non-minority |
| | H | Hispanic American | | O | Other Ethnic Group: _____ |

### Incorporation

Incorporation State: _____ OR Date Business Started _____ / _____ / _____

### Signature

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.

| Signature: | Title: | Date: |
|---|---|---|
| | | |

## BALTIMORE COUNTY, MARYLAND

## INSURANCE PROVISIONS

### 1. GENERAL REQUIREMENTS

1.1 Coverages Required:
Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:
Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:
The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:
The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:
Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

### 2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:
Personal Injury Liability and Property Damage Liability Combined Single Limit - $500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:
(a) Independent Contractor's coverage;
(b) Completed Operations and Products Liability coverage; and
(c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:
Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:
Bodily Injury Liability and Property Damage Liability
Combined Single Limit - $500,000 any one accident

2.2.2 Minimum Coverages to be Included:
Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:
Employers' Liability insurance with limits of at least:
Bodily Injury by Accident - $500,000 each accident
Bodily Injury by Disease - $500,000 policy limit
Bodily Injury by Disease - $500,000 each employee

2.4 Other
Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

# *BID REPLY LABEL*

*CUT ON THE DOTTED LINE AND SECURE TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE OR CARTON.*

**REQUEST FOR BID**

**NO. B-1070**
**10/24/16, 2:15 PM**
**MOVING SERVICES, TERM AGREEMENT**

**TO: BALTIMORE COUNTY, MARYLAND**
**PURCHASING DIVISION**
**400 WASHINGTON AVE, ROOM 148**
**TOWSON, MARYLAND 21204-4665**

# BALTIMORE COUNTY, MARYLAND
# REQUEST FOR BID NO. B-1070
# MOVING SERVICES, TERM AGREEMENT

## GENERAL CONDITIONS

1. **SCOPE.**

1.1 Hourly rates shall include all labor, vehicle, fuel costs, personnel, administrative and any other costs associated with performing the services requested in this solicitation.

1.2 Hourly rate to begin from arrival time at the site to completion time.

1.3 It is the intention of these specifications that the vendor hereunder shall furnish and Baltimore County shall purchase moving services covered by this contract which the County may require during the period of time specified. The quantities shown are approximate and are for the purpose of bid evaluation.

1.4 The County reserves the right to order services that may be required during the said period, and it also reserves the right not to order services bid upon by the contractor, if it is found that such services are not required by the County during the period covered by this contract.

1.5 Primarily, the contractor shall be required to move County agencies offices, however, the County also reserves the right to require the contractor to make residential moves such as with the Lead Safe Baltimore County program or any other program for families that involves moving their households to new or temporary housing.

1.6 Moving County agencies shall include, but not be limited to, the following requirements:

1.6.1 Move miscellaneous furniture from vacated office space to the County's surplus facility in Glen Arm.

1.6.2 Move miscellaneous furniture and equipment from old office space to new office space, provide boxes, bubble wrap and labels.

1.6.3 Moving services needed to move a small amount of furniture from one (1) area to another, i.e. a bank of filing cabinets, desks and chairs.

1.6.4 Disassemble furniture, move to new location and when instructed reassemble.

1.6.5 Move two (2) different offices from two (2) different sites to one (1) site.

1.6.6 Move when only given twenty-four (24) hours notice for a job. These are usually small jobs.

1.6.7 All moves performed in the Circuit Court, Public Safety Building, etc. will require that movers pass a background check.

1.6.8 The contractor must provide a supervisor for all medium to large jobs.

1.6.9 The contractor must come prepared with tools needed for the job, dollies, panel carts, ramps, floor protection, tools to take down and reinstall furniture.

1.6.10 The contractor's employees need to wear uniforms that will identify their company.

1.6.11 The contractor shall fill out a County timesheet for all jobs, to be signed by the County employee overseeing the job.

2. **TERM OF AGREEMENT.**

2.1 The term of this contract shall be for one (1) year. Baltimore County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. Baltimore County will automatically renew this contract on each option year unless notice is given to the contractor that the contract is not renewed.

2.2 If price adjustments are requested pursuant to the terms of the contract, the contractor must notify the Baltimore County Purchasing Division ninety (90) days prior to the current terms expiration date.

3. **METHOD OF AWARD.**

3.1 Award will be made on a total lump sum basis. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

3.2 Bidders will be required to provide at least three (3) (names of contact persons and phone numbers) references of similar sized and scoped contracts during the past two (2) years.

3.3 Contractor's minimum qualifications: Five (5) years' experience in commercial office moving, ten (10) moving trucks (minimum twenty-four (24) foot van truck) owned or rented, minimum thirty (30) full time employees who perform moving functions. Each bidder must provide bid submittals supporting that their firm meets or exceeds the minimum contractor qualifications.

3.4 The county reserves the right to award more than one contract as a result of the Request For Bid.

4. **PRICES**. Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.

5. **ESCALATION.**

5.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

5.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

5.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for # days from the date of the increase.

6. **WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.**

6.1 With regard to this contract, the Property Management Division Manager (hereafter referred to as the PMDM) or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the County. Upon notification by the PMDM or his designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

6.2 The County reserves the right to make unannounced periodic inspections of the work in progress. Contractor shall contact the PMDM, or his designated representative, prior to beginning work.

6.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the County.

6.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by Baltimore County shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.

6.5 It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the PMDM, or his designated representative, for explanation of procedures.

6.6 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her employees or moving process.

6.7 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County Agencies requiring these commodities and/or services. A release order will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.

7. **INQUIRIES**. Any inquiries relative to this bid should be directed to Tom Acree, Assistant Buyer, preferable at tacree@baltimorecountymd.gov or 410-887-2265.

8. **COOPERATIVE PURCHASE**.

8.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

8.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

9. **INSURANCE**.

9.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.

9.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

9.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

**10. INVOICES.**

10.1 Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the PMDM, or his authorized representative prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, MD 21204. A copy of each invoice must be submitted to Baltimore County Property Management, 12200 Long Green Pike, Glen Arm, MD 21057. Charges for late payment of invoices is prohibited. Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, **whichever date is later.** Under no circumstances will interest by paid.

10.2 Baltimore County may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:

10.2.1 Defective work not remedied.

10.2.2 Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.

10.2.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor.

10.2.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.

10.2.5 Damage to another Contractor.

10.2.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

**11. LIENS.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify him against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

**12. "SAMPLE" FORM CONTRACT.**

12.1 A sample of the County's form contract may be found on the Baltimore County website at http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror's acceptance of all terms and conditions of

the form contract. Any and all exceptions must be submitted in writing in the Offeror's bid response.

12.2 If the Offeror submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.

**13. ELECTRONIC VERSION SUBMITTAL.**

13.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

**14. LOCATION OF WORK AND EXISTING CONDITIONS.** The work sites are located at various County locations within the boundaries of Baltimore County, Maryland.

**15. PRE-BID CONFERENCE.**

15.1 A pre-bid conference will be held on Wednesday, October 12, 2016, at 2:00 p.m. in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.

15.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.

**16. WORK HOURS, DELIVERY OF EQUIPMENT AND MATERIALS, PROPERTY PROTECTION.**

16.1 It shall be the Contractors' responsibility to see that all equipment, tools, and materials are delivered within or adjacent to the area of work as specified by the County.

16.1.1 In the interest of clarification, the following definitions shall apply to this contract:

16.1.2 Regular Hours: Monday through Saturday, 8:00 AM – 5:00 PM

16.1.3 Overtime Hours: Monday through Saturday, 5:00 PM – 8:00 AM and Sunday and Holidays, any hour day or night as per this listing:

| | |
|---|---|
| New Year's Day | Columbus Day |
| MLK, Jr. Birthday | General Election Day (each even year) |
| Presidents' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

16.2 The work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated by PMDM or his designated representative and the user agency.

16.3 The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course

of this contract. Any property or incidentals damage during the course of this contract shall be repaired or replaced to the satisfaction of the PMDM, or his designated representative, the user agency, and the owner.

17. **CHANGES TO THE CONTRACT**. The Contractor will notify the PMDM, or his designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the County or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the County. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications should be directed to, and will be issued by the Purchasing Agent.

18. **DEMOLITION AND DEBRIS REMOVAL**. The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a Baltimore County representative, shall remove such debris and materials from County property. The Contractor shall leave all affected areas as they were prior to beginning work.

19. **EXECUTION OF WORK**.

19.1 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. All work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal safety regulations.

19.2 The PMDM, or his authorized representative shall contact the Contractor to review the job with the PMDM to acquire a quote or assign them work under this contract. The Contractor shall, or his authorized representative prepare a written estimate based on the items of work. This estimate shall be submitted to the PMDM, or his authorized representative within seventy-two (72) hours. After review and approval of the estimate, the Purchasing Division shall issue a delivery order against the contract for the job quoted. The Contractor has twenty-four (24) hours to report to the work site when assigned. The PMDM, or his designated representative, shall provide the moving schedule to the contractor. The contractor must comply fully with the moving schedule.

19.3 The Contractors' invoice shall clearly state actual quantities for each pay item used on the job, a complete description of work performed, location, and date. Accompanying their invoices the Contractors must also include copies of all daily work orders listing each pay item and the quantity used for that day. The original work orders must be copied and must be signed by the Baltimore County contact person at the job site. One copy should be given to that contact person and one retained for the contractor's files. The contractor's workers shall sign-in and sign-out on their work orders showing actual time of signing. All equipment and materials used on the job shall be listed on the work order. In most cases, Baltimore County will provide the Contractor with blank work order forms at each job site. At any work sites where the County does not supply the blank work order forms, the Contractor must provide these work order forms.

19.4 If the Contractor foresees that they are going to exceed the original estimate, they must notify the PMDM, or his authorized representative, for approval in order to proceed on the additional work. The County shall not pay for additional work if the Contractor performs the work without the County's approval.

## 20. MEASURE AND PAYMENT.

20.1 Supervisor, mover/laborer and installer paid for by the hour, working on the job site.

20.2 Four wheel dollies, panel dollies, and library carts, paid per each per day.

20.3 Bubble wrap, and Shrink wrap, paid for by the roll, Labels by the sheet and Computer bags, paid for by the each.

**BALTIMORE COUNTY, MARYLAND**
**REQUEST FOR BID NO. B-1070**
**MOVING SERVICES, TERM AGREEMENT**
**Due Date: 10/24/16, Time: 2:15 P.M.**

**PROPOSAL SIGNATURE COVER PAGE**

**SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.**

COMPANY NAME: _____

ADDRESS: _____

_____
(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

**Is your company a** certified **Minority Business Enterprise**? *Bidders must complete the applicable Minority Participation Affidavit attached.*

**Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package.**_____

**Is your firm in compliance** with all applicable laws and regulations relating to the employment of illegal aliens? If YES, check here _____

**NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:**

_____

_____

_____

_____

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within _____ calendar days after receipt of order.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at http://www.baltimorecountymd.gov/purchasing.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1070
MOVING SERVICES, TERM AGREEMENT
Due Date: 10/24/16, Time: 2:15 P.M.

| PRICE SHEET PAGE 1 OF 2 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY /SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 1 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, weekday (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 110 | Hour | $_____ | $_____ |
| 2 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications | 75 | Hour | $_____ | $_____ |
| 3 | **COMMODITY CODE: 962-56** Labor, supervisor, moving services, Sundays and holidays, as per specifications. | 5 | Hour | $_____ | $_____ |
| 4 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, weekday (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 275 | Hour | $_____ | $_____ |
| 5 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications. | 100 | Hour | $_____ | $_____ |
| 6 | **COMMODITY CODE: 962-56** Labor, mover/laborer, moving services, Sundays and holidays, as per specifications. | 5 | Hour | $_____ | $_____ |
| 7 | **COMMODITY CODE: 96256** Labor, installer, moving services, weekday evenings (8:00 am – 5:00 pm) and Saturdays, as per specifications. | 275 | Hour | $_____ | $_____ |
| 8 | **COMMODITY CODE: 96256** Labor, installer, moving services, weekday evenings (5:00 pm – 12:00 am) and Saturdays, as per specifications. | 100 | Hour | $_____ | $_____ |
| 9 | **COMMODITY CODE: 96256** Labor, installers, moving services, Sundays and Holidays, as per specifications. | 5 | Hour | $_____ | $_____ |

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1070
MOVING SERVICES, TERM AGREEMENT
Due Date: 10/24/16, Time: 2:15 P.M.

| PRICE SHEET PAGE 2 OF 2 | | REQUEST FOR BID | | | |
|---|---|---|---|---|---|
| LINE NO. | COMMODITY /SERVICE DESCRIPTION | QUANTITY FROM/TO | UNIT | UNIT PRICE | EXTENDED AMOUNT |
| 10 | **COMMODITY CODE: 96256** Dollies, four wheel, moving services, priced per each per day, as per specifications. | 1 | Day | $_____ | $_____ |
| 11 | **COMMODITY CODE: 96256** Dollies, panel, moving services, priced per each per day, as per specifications. | 650 | Day | $_____ | $_____ |
| 12 | **COMMODITY CODE: 96256** Library carts, moving services, priced per each per day, as per specifications. | 1 | Day | $_____ | $_____ |
| 13 | **COMMODITY CODE: 96256** Boxes, legal size, moving services, as per specifications. | 1,750 | Each | $_____ | $_____ |
| 14 | **COMMODITY CODE: 96256** Labels, sheets of six (6) moving services, as per specifications. | 400 | Sheet | $_____ | $_____ |
| 15 | **COMMODITY CODE: 96256** Bags, computer, moving services, as per specifications. | 70 | Each | $_____ | $_____ |
| 16 | **COMMODITY CODE: 96256** Bubble Wrap, roll of fifty (50) feet moving services, as per specifications. | 10 | Roll | $_____ | $_____ |
| 17 | **COMMODITY CODE: 96256** Shrink wrap, roll of fifty (50) feet, moving services, as per specifications. | 10 | Roll | $_____ | $_____ |
| 18 | **COMMODITY CODE: 96256** Storage Charges, paid per cubic foot per month, moving services, as per specifications. | 40 | CuFt | $_____ | $_____ |

**GRAND TOTAL $_____**

**COMPANY NAME:** _____

**FED ID OR SOCIAL SECURITY NO.** _____