

**DEPARTMENT OF HUMAN RESOURCES**  
Division of Administrative Operations



**SMALL PROCUREMENT SOLICITATION FOR  
MOVING SERVICES**

DHR AGENCY CONTROL NUMBER: DAO/BCDSS-16-001-S

**1. SUMMARY STATEMENT**

The Department of Human Resources (DHR or the Department), Division of Administrative Operations (DAO) intends to acquire a professional moving service company for the purpose of relocating the Baltimore City Department of Social Services (BCDSS) Legal Services Office, currently located at 100 S. Charles St., Baltimore, MD on the 15th and part of the 16th floors, to a new location at 1510 Guilford Ave 4<sup>th</sup> Floor, Baltimore, MD. The anticipated duration of services to be provided under this Contract is for two (2) weekends beginning Friday, October 30, 2015 and ending Monday, November 9, 2015.

**2. BACKGROUND**

Baltimore City Social Services Legal Services Office consists of 100 attorneys and staff that provide legal services for vulnerable children in the city of Baltimore.

**3. SCOPE OF THE PROJECT**

The Contractor shall furnish all labor, materials, equipment, and resources necessary to accomplish the move of the BCDSS Legal Service Office. The Contractor shall possess expertise in the orderly relocation of office facilities including, but not limited to freestanding and systems furniture, Personal Computers and peripheral electronic equipment, office equipment, file and storage cabinets (may be required to move loaded file cabinets), office and storage contents from approximately 85 offices.

Please Note: File cabinets being moved will be locked or taped and some will contain client files with sensitive and/or confidential information.

**Location Details:**

The location at 100 South Charles Street includes a freight elevator that the vendor will be able to use. The vendor will enter through the loading dock located in the rear of 100 S. Charles Street. In order to fit into the loading dock, the moving truck (s) cannot exceed 6' 2' in height.

The location at 1510 Guilford Avenue does not include a loading dock and the vendor park in front of the building and enter through the main entrance in front of the building. The elevator can be used to move items to the 4<sup>th</sup> floor.

A final inspection will take place on Monday, November 9, 2015 for both locations.

This relocation will take place in two (2) phases over the course of two (2) weekends as described below:

<b>Phase 1 (relocation of 15<sup>th</sup> floor at 100 South Charles St. to 1510 Guilford Avenue)</b>		
<b>Date</b>	<b>Start Time</b>	<b>End Time</b>
Friday, October 30, 2015	5:00PM	11:00 PM
Saturday, October 31, 2015	9:00 AM	5:00 PM
Sunday November 1, 2015	9:00AM	5:00PM
*Monday, November 2, 2015	9:00 AM	2:00 PM
<b>Phase 2 (relocation of 16<sup>th</sup> floor at 100 South Charles St. to 1510 Guilford Avenue)</b>		
Friday, November 6, 2015	5:00PM	11:00PM
Saturday, November 7, 2015	9:00AM	5:00PM
Sunday, November 8, 2015	9:00AM	5:00PM
*Monday, November 9, 2015	9:00 AM	2:00 PM

\*On Monday, November 2, 2015 and Monday, November 9, 2015, the Contractor shall have available three (3) movers on-site to assist with any miscellaneous items that need to be moved.

#### **4. BIDDER QUALIFICATIONS**

- A. All bidders shall attend a mandatory walk through to take place on Thursday, September 30, 2015 at 10:00 AM at 100 South Charles Street and then travel to 1510 Guilford Avenue is mandatory. ***If a bidder fails to attend the mandatory walk through as required, the bid will shall be determined non-responsive.*** As proof of meeting this requirement all bidders shall complete and submit the **Walk through Affidavit (Attachment C)**.

In order to assure adequate accommodations at the walk through please e-mail, mail, or fax a confirmation of attendance to the attention of the State Project Manager (see Section 7 “State Project Manager”) no later than 4:00 PM local time on Monday, September 29, 2015. In the confirmation of attendance include the names of the representative that will be in attendance.

- B. All bidders shall have Liability insurance. As proof of meeting this requirement, Bidders shall provide to the Department a current copy of their Certificate of Insurance with a minimum of \$500,000 per occurrence for bodily injury and property damage liability combined.

- C. All bidders shall provide a minimum of three (3) professional references which show previous experience in performing the work identified in this IFB within the past two (2) years.

## **5. CONTRACTOR REQUIREMENTS**

- A. The Contractor shall prepare all electronic equipment and computer equipment for transport. The Contractor shall provide computer bags to protect computers from damage, moisture, dust, and shock related movement; and transport all computer and specialty equipment on computer and/or equipment carts which have foam padding on each shelf. The Contractor shall protect all equipment from inclement weather.
- B. The Contractor shall determine the quantities of and types of equipment required to relocate the office work area and storage area contents that will be relocated. The Contractor shall provide the appropriate number of packing cartons, book carts, equipment carts, bubble-wrap, news stock, china bins, barrels, commercial bins, pressure sensitive move tags (which shall leave no residue), sealable plastic bags, and/or other special packing materials as suggested by the Contractor, etc. to accomplish this.
- C. The Contractor shall have appropriate equipment used to conduct this move (i.e. dollies, hand trucks, computer carts and blankets).
- D. The Contractor shall have professional attire (i.e. identifiable uniforms) and each person who is an employee shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- E. The Contractor shall have masonite that will be used to place on the floor and shall provide a sufficient amount to protect the floor during the move. Measurements will be provided during the mandatory walk through (see Section 4 "Bidder Requirement").

## **6. CONTRACT TERM AND DELIVERABLES**

The Contract resulting from this solicitation will be for a two (2) weekend period beginning Friday, October 30, 2015 and ending Monday, November 9, 2015 to provide the moving services as set forth in this IFB.

## 7. STATE PROJECT MANAGER

The State Project Manager for this Contract is:

Shawn Caple  
Department of Human Resources  
Division of Administrative Operations  
311 W. Saratoga St.  
Baltimore, MD 21201  
Office: 410- 767-7374 Fax: 410-333-2757 Email: [shawn.caple@maryland.gov](mailto:shawn.caple@maryland.gov)

After Contract award, this person will serve as the primary point of contact for the Contractor in regards to the Contract resulting from this RFP. However, for certain contract related actions the Procurement Officer may communicate with the Contractor.

## 8. SUBMISSION INFORMATION

The original, to be so identified, and three (3) copies of each Bid must be received by the Procurement Officer by **3:00 PM local time on Thursday, October 8, 2015** in order to be considered. Requests for extension of this date or time shall not be granted. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F.

**Oral, electronic mail, and facsimile Bids will not be accepted.**

Bids are to be delivered to:

Cora Trayham, Procurement Officer  
Department of Human Resources  
Procurement Division  
311 W. Saratoga Street, Room 946  
Baltimore, MD 21201  
Office: 410-767-7767 Fax: 410-333-0258 Email: [cora.trayham@maryland.gov](mailto:cora.trayham@maryland.gov)

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

Bid Submission shall include:

A. Cover Letter

The Cover Letter shall have an original signature by a person that is authorized to bind the company to the services described in the Bid and shall be submitted with the response on company letter head and shall include the following statements:

- The company agrees to all terms and conditions.
- The company agrees to sign the awarded contract. See sample **Contract (Attachment A)**

B. Bid Form (**Attachment B**)

The Bid Form shall have an original signature by a person that is authorized to bind the company to the Services and the Bid.

C. Walk through Affidavit (**Attachment C**)

D. Current copy of Certificate of Insurance

E. References

## 9. BASIS FOR AWARD

The Contract will be awarded to the responsible Bidder whose submits a responsive Bid that meets the specifications set forth in the Small Procurement Solicitation, and provides the **Most Favorable Bid Price**.

In the event of tie bids, the provisions of COMAR 21.05.02.14 shall determine the successful bidder.

## 10. DEPARTMENT CONTRACT

The successful Bidder will be expected to sign a contract with the Department, a sample enclosed as **ATTACHMENT A**.

## 11. CANCELLATION OF BIDS

The State may cancel this Solicitation, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the Solicitation is canceled, a notice of cancellation will be provided to all prospective Bidders who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

## 12. ACCEPTANCE OF BIDS

The State reserves the right to accept or reject any and all Bids, in whole or in part, received in response to this Solicitation, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

## 13. TIME OF BID ACCEPTANCE

The content of this Solicitation and the Bid of the successful Bidder or Bidders will be included by reference in any resulting Contract. All prices, terms and conditions in the Bid are irrevocable for 90 days after the closing date for receipt of Bids. This period may be extended by written mutual agreement between the Bidder and the requesting State organization.

## 14. PAYMENT

The successful vendor shall bill the Department upon completion of the final walk-through for the total amount submitted in the Bid Form (**Attachment B**).

Invoices must be addressed to:

Shawn Caple  
Department of Human Resources  
Division of Administrative Operations  
311 W. Saratoga St.  
Baltimore, MD 21201  
Office: 410- 767-7374 Fax: 410-333-2757 Email: [shawn.caple@maryland.gov](mailto:shawn.caple@maryland.gov)

All invoices must (at a minimum) be signed and dated in addition to including the Contractor's mailing address, the Contractor's Social Security number or Federal Tax ID number, the State's assigned Contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

## 15. PROCUREMENT METHOD

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost \$25,000 or less.

**Minority Business Enterprises are strongly encouraged to respond to this solicitation.**

DAO/BCDSS-16-001-S  
AGENCY CONTROL NUMBER

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT  
BETWEEN  
MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES**  
Division of Administrative Operations  
311 W. Saratoga Street  
Baltimore, Maryland 21201

**AND**

**FOR**

Moving Services

THIS CONTRACT, effective as of October 30, 2015, by and between the Maryland State Department of Human Resources Division of Administrative Operations, hereinafter abbreviated as the "DHR/DAO" and a hereinafter referred to as the "CONTRACTOR".

The DHR/DAO and the CONTRACTOR do mutually agree as follows:

**I.**

**PROGRAM AND SERVICES TO BE PROVIDED**

Subject to the continuing availability of the State and /or federal funds, the DHR/DAO shall purchase the CONTRACTOR'S services and the CONTRACTOR shall provide professional moving services. These services shall be provided in accordance with the terms and conditions of this Agreement, the DHR/DAO's Scope of Work, the CONTRACTOR'S proposal and budget dated , attached as the Appendix and incorporated as part of this Agreement.

**II.**

**TERM OF AGREEMENT**

Performance under this Agreement shall commence on October 30, 2015 and shall continue until agreed upon services are completed, but in any case no later than November 9, 2015. The PARTIES, however, may mutually agree in writing to an earlier termination, or, the DHR/DAO, in its sole discretion, may serve upon the CONTRACTOR a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice, pursuant to either Section IV (d) or (e) of this contract.

**III.**

## **COSTS AND EFFICIENCY**

(a) The cost to the DHR/DAO for the services to be provided by the CONTRACTOR under the Agreement shall not exceed:        Dollars (        ).

(b) METHOD OF PAYMENT: Payments by the DHR's Fiscal Services Division shall be made upon submission of an invoice from the CONTRACTOR.

(c) Payment of these funds is conditional upon the DHR/DAO receiving funds as specified to pay for the total costs of the services set forth in the Appendix from        .

If funds are not appropriated or otherwise made available to support continuation of the services hereunder in any succeeding fiscal year, the DHR/DAO shall have the right to terminate this Agreement and the CONTRACTOR is not entitled to recover any profits or costs not incurred before termination. This agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.

If the General Assembly fails to appropriate sufficient funds or if sufficient funds are not otherwise made available for performance of this contract, the DHR/DAO reserves the right in its sole discretion to reduce the total amount of funding under the contract.

(d) The CONTRACTOR'S Federal Tax identification Number is        .

The CONTRACTOR agrees to include this number on all invoices billed to the DHR/DAO. The DHR/DAO may withhold payment for failure to comply with this provision.

The CONTRACTOR'S Social Security Number is        (individual contractor only). This number will be used for disbursement and tax purposes only.

## **IV.**

### **GENERAL PROVISIONS AND CONDITIONS**

(a) State Laws and Regulations: The terms of this Agreement and its execution are subject to all applicable Maryland Laws and Regulations and approval of other agencies of the State of Maryland as required under said laws and regulations.

(b) The DEPARTMENT designates Shawn Caple, Department of Human Resources, Department of Administrative Operations, 311 W. Saratoga St., Baltimore, MD 21201, OFFICE # 410-767-7374, FAX #410-333-2757 and EMAIL shawn.caple@maryland.gov, or designee, to serve as Title for this Agreement. The CONTRACTOR shall designate INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. All contact between the DHR/DAO and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/DAO's designated State Project Manager.

(c) Amendment of Agreement: This Agreement may be amended as the DHR/DAO and the CONTRACTOR mutually agree in writing. Amendments may not significantly change the scope of the contract (including the contract price). Except for the specific provision of the Agreement which is thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, provisions, rules and regulations, as it was prior to said amendment.

(d) Extensions for Time: The Parties expressly reserve the right to extend the term of the Contract, without additional cost to the State beyond the NTE amount identified in Section III (a) herein and for services provided beyond the original term of the Contract, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Contract. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

(e) Termination for Convenience: The performance of work under this Agreement may be terminated by the DHR/DAO in accordance with this clause in whole, or from time to time in part, whenever the State Project Manager shall determine that such termination is in the best interest of the State. The DHR/DAO will pay all reasonable costs associated with this Agreement that the CONTRACTOR has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the CONTRACTOR shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

(f) Termination for Default: If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of the Agreement, the DHR/DAO may terminate the Agreement. Prior to terminating this Agreement, the DHR/DAO shall give the CONTRACTOR thirty (30) days prior written notice of such default and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHR/DAO may, by written notice, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the CONTRACTOR shall, at the DHR/DAO's option, become the State's property. The DHR/DAO shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the CONTRACTOR'S breach. If the damages are more than the compensation payable to the CONTRACTOR, the CONTRACTOR will remain liable after termination and the DHR/DAO can affirmatively collect damages. Termination hereunder, including the determination of the right and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

(g) Disputes: This Agreement shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10. Pending resolution of a claim, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the State Project Manager's decision.

(h) Document Retention and Inspection: The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties and such other persons as are authorized by the DHR/DAO.

(i) Anti-Bribery: The CONTRACTOR certifies that, to the best of its knowledge, neither the CONTRACTOR nor (if the CONTRACTOR is a corporation or a partnership) any of its officers, directors, or partners, nor any employee of the CONTRACTOR who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery attempted bribery, or conspiracy to bribe under the laws of any State or of the United States.

(j) Non-liability of the DHR/DAO: It is understood and agreed that the DHR/DAO shall not be liable in

any action of tort, contract, or otherwise for any actions of the CONTRACTOR arising out of this Agreement.

(k) Nondiscrimination: The CONTRACTOR shall comply with the nondiscrimination portions of federal and Maryland law.

(l) Nondiscrimination in Programs: The CONTRACTOR agrees that, in providing any aid, benefit, service, program, or activity, under this contract on behalf of the DHR/DAO, it will not: (1) deny any individual the opportunity to participate in or benefit from the aid, or service equal to that provided others; (2) provide a qualified individual with a disability with any aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others; (3) provide different or separate aid, benefits, or services to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aid, benefits, or services that are as effective as those provided to others; (4) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or (5) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving the aid, benefit, or service.

The CONTRACTOR agrees further to not utilize criteria or methods of administration that have the effect of subjecting anyone to discrimination on the basis of disability, or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHR/DAO's program with respect to individuals with disabilities.

(m) The CONTRACTOR, if providing direct services to the DHR/DAO's clients, agrees to include an acknowledgment of funding received from the DHR/DAO under this contract in any and all related publications. "Related publications" are not limited to publications funded under the contract.

THIS AGREEMENT, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the PARTIES and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the PARTIES hereto at the time of execution.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the PARTIES have executed this Agreement and have caused their respective seals to be affixed hereto on or before the date first set forth herein.

**FOR THE CONTRACTOR:**

**FOR THE DHR/DAO:**

\_\_\_\_\_  
Signature

Type Name Here  
Name

Type Title Here  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature

Rainer C Harvey, Sr.  
Name

Chief of Administrative Operations  
Title

\_\_\_\_\_  
Date Signed

THIS AGREEMENT APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL.

**ATTACHMENT B – BID FORM**

**STATE OF MARYLAND**

(1) **AGENCY:** Department of Human Resources, Department of Administrative Operations

(2) **ADDRESS:** 311 W. Saratoga Street  
Baltimore, Maryland 21201

(3) **SERVICE OR ITEM REQUIRED:** Moving Services

(4) **SOLICITATION NO:** DAO/BCDSS-16-001-S

(5) **SOLICITATION RELEASE DATE:** Tuesday, September 22, 2015

(6) **BIDDER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NO.:** \_\_\_\_\_

**FEDERAL TAX I.D. #:** \_\_\_\_\_

(7) **MINORITY VENDOR:** YES \_\_\_\_\_ NO \_\_\_\_\_

**STATE CERTIFIED** \_\_\_\_\_ **SELF-CERTIFIED** \_\_\_\_\_

**MDOT MBE Certification No. (if applicable):** \_\_\_\_\_

**VSBE VENDOR:** YES \_\_\_\_\_ NO \_\_\_\_\_

**VSBE Certification No. (if applicable):** \_\_\_\_\_

(8) **SMALL BUSINESS VENDOR:** YES \_\_\_\_\_ NO \_\_\_\_\_

**Small Business Reserve No.:** \_\_\_\_\_

(9) **FULLY LOADED FIXED PRICE:** \$\_\_\_\_\_

The fully loaded fixed price will be the dollar amount that will be used as the basis for award, and represents your Company's offer for the work to be completed under this IFB.

(10) \_\_\_\_\_  
**(COMPANY REPRESENTATIVE SIGNATURE TO BIND SERVICES & BID)**

\_\_\_\_\_  
**(NAME PRINTED or TYPED)**

\_\_\_\_\_  
**(DATE)**

**ATTACHMENT C – WALK THROUGH AFFIDAVIT**

Solicitation No. DAO/BCDSS-16-001-S

A mandatory walk through will be held at **10:00 AM LOCAL TIME, on Thursday, September 30, 2015, beginning at 100 S. Charles St., Baltimore, MD and ending at 1510 Guilford Ave., Baltimore, MD.** Please sign and return this form with your Bid. Failure attend the walk through will result in your bid being determined non-responsive.

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am \_\_\_\_\_ (name of affiant), \_\_\_\_\_ (Title) and the duly authorized representative of \_\_\_\_\_ (name of Bidder) and that I possess the legal authority to make this Affidavit of behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_\_ (Bidder) have attended the mandatory walk through.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm (please print)