

Services Contract

THIS CONTRACT (the "Contract") is made this 1st day of August 2013 (the "Effective Date"), by and between **CUYAHOGA COUNTY** (the "County"), on behalf of the Cuyahoga County Division of Children and Family Services ("DCFS") and Commercial Relocation Services, LLC, located at 4467 Industrial Parkway, Cleveland, OH 44135 (the "Vendor").

RECITALS

WHEREAS, the County has previously issued a Record Moving Services Notice of Informal Competitive Bid (the "ICB") to provide services to move records to support DCFS's required record keeping and retrieval functions; and

WHEREAS, Vendor responded to the ICB by its proposal dated May 17, 2013, a copy of which is attached hereto as Exhibit A (the "Proposal"), and was found by DCFS to be qualified to perform the Project.

ARTICLE 1.

TERM and PERFORMANCE

1.1 Term. The term of this Contract (the "Term") shall commence on the Effective Date and end on June 30, 2015 (the "Completion Date"); the Completion Date may be extended as set forth herein ("Term" includes any extension of the Completion Date under this Contract). In the event Vendor is, for any reason, unable to start the work described herein on the Effective Date, then the Vendor shall immediately notify the Project Manager (defined below). The Term is subject to prior termination in accordance with Section 1.2 and Article 5, below.

1.2 Satisfactory Performance of Duties. Notwithstanding any other provision of this Contract, this Contract shall continue only for such time as the services rendered by Vendor are satisfactory to the Administrator of DCFS ("Administrator"), in her sole discretion.

End of Article 1

ARTICLE 2.

SCOPE of WORK

2.1 Generally. Vendor acknowledges that the project shall consist of moving approximately 40-80 standard file size storage boxes between the Jane Edna Hunter Building, 3955 Euclid Avenue, Cleveland OH 44115 and closed records off-site at a warehouse space in the Tyler Building, 3615 Superior Ave., Cleveland, Ohio 44114 (the "Project").

- 2.1.1 Upon commencement of the Project, the Administrator shall designate a project manager to serve as the primary point of contact between the Vendor and DCFS (the "Project Manager").
- 2.1.2 Throughout the Term, Vendor shall maintain all of the necessary licenses as are in place as of the Effective Date and as required by law.
- 2.1.3 The Project shall be performed in accordance with this Contract, the ICB, and the Proposal. In the event of a conflict between the ICB and the Proposal, the ICB shall control; in the event of a conflict between this Contract and the ICB, this Contract shall control.

2.2 Scope of Work. Vendor shall:

- 2.2.1 Be available to provide Project services throughout the duration of this contract and any of its subsequent amendments;
- 2.2.2 Move records between the sites as required by DCFS.
- 2.2.3 Maintain confidentiality of records.

2.2 Deliverables. In addition to the Scope of Work set forth above, Vendor (without limitation):

- 2.3.1 Move records timely, based upon a schedule determined by DCFS.
- 2.3.2 Maintain confidentiality of records.

2.4 Access to Information. The Project Manager shall provide Vendor with any and all information Vendor reasonably determines necessary to perform the Project.

2.5 Times of Performance. To the extent that the performance of this Contract requires Vendor to be at the County's designated office, Vendor shall have access to same on any Business Day (as defined below). All other Project services required to be performed may be performed at such times determined to be appropriate by Vendor. Vendor shall devote the required time, ability, and attention to the duties set forth herein in order to complete the Project pursuant to the terms of this Contract. For purposes of the Contract, "Business Day" means between the hours of 8:30 a.m. and 4:30 p.m. on any day the County's offices are not authorized or required to be closed for business; any reference herein to "day" or "days" rather than "Business Day" shall mean a calendar day.

End of Article 2

ARTICLE 3.

COMPENSATION and INVOICING

- 3.1 Compensation.** In consideration of Vendor performing the Project as set forth herein, Vendor shall receive compensation under this Contract in accordance with this Article 3, and the Proposal; such compensation shall not to exceed Twenty Thousand Dollars (\$20,000.00), (the "Compensation"), which amount is inclusive of all expenses.
- 3.2 Rate of Compensation.** During the Term, the County shall pay Vendor the Compensation of no more than One Hundred Sixty Five Dollars (\$165.00) per week for such services. The Vendor shall invoice the County on a monthly basis based upon the number of weeks in that particular month.
- 3.3 Invoicing.** Vendor shall invoice the County on a form agreed to by the parties (an "Invoice"), for Project services performed during the period shown on such Invoice. County agrees to notify Vendor within 10 Business Days of receipt of an Invoice in the event the Project Manager determines additional information is required to approve an Invoice. Vendor agrees to provide the County such additional information as the County may reasonably request to justify the hours and charges shown on an Invoice for the purposes of approving same. The County reserves the right to reject any Invoice in the event such requested information is not provided.
- 3.4 Payment.** The County shall endeavor to pay any approved Invoice within 45 days of its approval.
- 3.5 Force Majeure.** In the event that the Project cannot be completed by the Completion Date due to a *Force Majeure Event*, as defined below, the Term shall be extended by the parties provided that: (a) Vendor notified the Project Manager of such *Force Majeure Event* within five (5) Business Days of the occurrence of same; and (b) the Fiscal Officer concurs in the validity of such *Force Majeure Event* and the effect thereof on completion of the Project. For purposes of this Contract, "Force Majeure Event" shall mean the occurrence of any of the following: acts of God; the confiscation or seizure by any Government Authority; insurrections; wars or war-like action (whether actual or threatened); national strikes; landslides, lightning, earthquakes, fires, hurricanes, storms, floods or other severe weather; explosions; civil disturbance or disobedience; riot, sabotage, terrorism or threats of sabotage or terrorism; change in law that prohibits or materially interferes with the Project; or other cause that is not within the reasonable control of the Vendor. Notwithstanding the foregoing, "Force Majeure Event" shall not include Vendor inability to pay debts or other monetary obligations in a timely manner.

End of Article 3

ARTICLE 4.
ADDITIONAL REPRESENTATIONS and
COVENANTS of VENDOR

- 4.1 **Status of Vendor.** The relationship of Vendor to the County shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. Vendor will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings, including, but not limited to federal, state, and local income taxes, social security, Medicare, unemployment or disability insurance and Worker's Compensation Insurance.
- 4.2 **Engaging in Other Employment and Contracts.** During the Term, Vendor shall not, directly or indirectly, either as an employee, employer, Vendor, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is conflicting with the business of the County. During the Term, Vendor shall not, directly or indirectly, solicit for employment or employ any employee of the County for any reason, whether the employee is employed on the date of this Contract or at any time during the Term.
- 4.3 **Prior Agreements.** Vendor represents that it has disclosed to the Project Manager any employment agreements and/or any other agreements, which impose any restrictions on Vendor. Vendor represents that it is under no obligation which in any manner may prohibit and/or restrict its authority to sign this Contract and/or to perform the Project.
- 4.4 **Confidential Information.**
- 4.4.1 **County Information.** Vendor shall not, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever, any information related to the County's process or systems not generally known in the industry which was disclosed to or acquired by Vendor as a consequence of or through the performance of this Contract; including, without limitation, information regarding the County systems, data base, processes, and related matters, and also includes information relating to research, development, procedures and manuals.
- 4.4.2 **Third-Party Information.** Vendor represents that he/she has not disclosed and will not disclose any Confidential Information or proprietary information belonging to a third party, without first obtaining the written consent from such third party and the Project Manager. For purposes of this Contract, "Confidential Information" means information belonging to or

in the possession or control of a party which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the other party under this Contract or during the scope of performance there under: (i) in tangible form and marked or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, or (ii) in intangible form and subsequently identified as confidential, proprietary or trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information also includes information which is considered privileged under Ohio or Federal law.

- 4.5 Ownership of Data.** Vendor shall hold in a fiduciary capacity for the benefit of the County all information obtained by Vendor in performance of the Project which may be directly or indirectly related to the business of the County.

4.5.1 All data collected in conjunction with the Project shall remain the property of the County and no use or copying of such data shall be made except in connection with this Contract without the written permission of the Project Manager.

4.5.2 Vendor shall not at any time use any information, data, computers, computer generated data or any other form of information which it may have access to as a result of this contract for the purpose other than the performance of this Contract.

- 4.6 Insurance.** Vendor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

4.6.1 Mandatory Insurance Requirements.

- (a) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Vendors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;

\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

- (b) Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
 \$1,000,000 personal & advertising injury;
 \$2,000,000 general aggregate;
 \$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- (c) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

4.6.2 Insurance Coverage Terms and Conditions

- (a) The insurance policies of the Vendor required for this Contract shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
- (i) Thirty (30) days prior notice of cancellation or material change;
 - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
- (b) The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
- (c) These insurance provisions shall not affect or limit the liability of the Vendor stated elsewhere in this Contract or as provided by law.
- (d) The County reserves the right to require insurance coverage's in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

- (e) If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
- (f) The Vendor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverage's required herein is in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

4.7 Indemnification. Vendor shall indemnify, defend and hold harmless the County from and against any and all losses, in contract or in tort, arising, directly or indirectly, from, out of or in connection with: (a) any material breach of any representation or any warranty made by Vendor in this Contract or in any other certificate or document delivered by Vendor pursuant to this Contract; (b) the negligence of Vendor or any other person performing services in connection with the Project on behalf of Vendor; and (c) any breach by Vendor of any covenant or obligation of Vendor under this Contract.

End of Article 4

ARTICLE 5.

TERMINATION

- 5.1 Termination for Cause.** If Vendor willfully breaches or habitually neglects the duties required to be performed under this Contract, the Administrator, in her sole discretion, may immediately terminate this Contract by giving written notice of termination to Vendor without prejudice as to any other remedy to which the County may be entitled either at law, in equity, or under this Contract. Vendor shall be liable to the County for any excess cost and/or expenses incurred by the County due to termination under this Section 5.1.
- 5.2 Termination for Convenience.** Either party, by thirty (30) days written notice to the other, may terminate this Contract at any time for any reason.
- 5.3 Effect of Termination on Compensation.** In the event this Contract is terminated in accordance with this Article 5, Vendor shall be entitled to compensation earned for completion of any portion of the Project prior to the date of termination in accordance with Article 3; provided that Vendor shall submit the invoice for such compensation within 30 days of said termination date. In such event, Vendor shall be entitled to no further compensation.

End of Article 5

ARTICLE 6.
GENERAL PROVISIONS

- 6.1 Public Comment.** Vendor acknowledges that he/she has been expressly advised and agrees that the Administrator or the Project Manager is the official spokesperson for the County before the public and news media, and therefore any invitations to comment publicly regarding any matter which pertains to the Project or other business of the County shall be declined and referred to the Project Manager.
- 6.2 Notices.** Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by certified mail, postage prepaid, returned receipt requested. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below; either party may designate a different address upon written notice to the other party in accordance with this Section 6.2.

To County: Cuyahoga County Division of
Children and Family Services
3955 Euclid Avenue
Cleveland, Ohio 44115
Attn: Stephen Rusnak

With a copy to: David Dombrosky
Deputy Administrator, Administrative Services
Cuyahoga County Division of
Children and Family Services
3955 Euclid Avenue
Cleveland, Ohio 44115

To Vendor: Commercial Relocation Services, LLC
4467 Industrial Parkway
Cleveland, OH 44135
Attn: David Unger

With a copy to: Chief, Civil Division
Cuyahoga County Prosecutor's Office
1200 Ontario Street, 8th Floor
Cleveland, OH 44113

- 6.3. **Severability.** If any section, provision in this Contract or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any other section, provision or portion thereof. To the extent an interpretation of a section, provision or a portion thereof can be made which will make it valid or enforceable, the parties agree that the interpretation making it valid or enforceable should be chosen.
- 6.4. **Waiver.** No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- 6.5. **Survival of Terms.** Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- 6.6. **Counterparts.** This Contract may be signed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.
- 6.7. **Headings and Interpretation.** The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.
- 6.8. **Incorporation by Reference.** All Exhibits or other attachments referenced in this Contract are hereby incorporated into this Contract by such reference and shall be considered a part of this Contract as if fully rewritten or set forth herein.
- 6.9. **Personal Property Taxes.** The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County of Cuyahoga, nor shall the County of Cuyahoga pay any insurance premiums for any coverage of any property not owned by the County of Cuyahoga, Ohio. No conditions shall alter this statement.
- 6.10. **Tax Exempt Status.** The County of Cuyahoga is a tax-exempt No. 29 political subdivision of the State of Ohio [REDACTED] Necessary tax exemption blanks will be furnished to Vendor when the Contract is signed.

- 6.11. Social Security Act.** Vendor shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by Vendor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and Vendor also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.
- 6.12. Labor and Material.** Vendor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for Vendor in the execution of this Contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.
- 6.13. Assignment.** Vendor shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract, except to a related entity or successor in interest who acquires all or substantially all of Vendor's assets, without approval of the County; provided, however, that Vendor may subcontract any work or obligations to be performed by it pursuant to this Contract as provided for herein.
- 6.14. Certification of Personal Property Tax.** By execution hereof, Vendor certifies that it is in compliance with the person property tax laws and regulations of the state of Ohio including, without limitation, as same may apply to Vendor contracting with political subdivisions of the state of Ohio.
- 6.16. Contract Processing.** Vendor shall submit one electronic and two original Contracts with original signatures, and with the documents specified in Sections 4.6 to the County's notice address as set forth in Section 6.2.
- 6.17. Background Check/Drug Testing.** The County may require Vendor to undergo a criminal background check, including fingerprinting, and drug testing.
- 6.18. Amendments.** This Contract may not be amended or supplemented except by a writing executed by the County and the Vendor.
- 6.19. Laws Governing Contract/Forum.**

- 6.19.1** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio.
- 6.19.2** This Contract is subject to all applicable County ordinances, including, but not limited to: i) the Cuyahoga County Ethics Ordinance, ii) the Cuyahoga County Inspector General Ordinance, and iii) the Cuyahoga County Board of Control, Contracting and Purchasing Ordinance (the "County Ordinances"). Vendor shall comply with all County Ordinances as an integral part of this Contract. Copies of all County Ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- 6.19.3** Any suit, action, or proceeding brought under this Contract shall be in a state or federal court of competent jurisdiction located in Cleveland, Ohio, and the parties agree to the exclusive jurisdiction and venue of such court to resolve same.
- 6.20 Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall pay their own attorneys' fees and costs.
- 6.21 Expense Reimbursement.** Vendor shall be reimbursed for only those expenses set forth on the Pricing Schedule.
- 6.22 Entire Agreement.** This Contract supersedes all other oral and written agreements between the parties and this Contract contains all of the covenants and agreements between the parties.
- 6.23 Language.** The language used in this Contract shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party. This Contract has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, this Contract shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Contract.
- 6.24 Electronic Signature.** The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Contract shall have the same legal effect as if that signature was manually affixed to a paper version of this Contract. The Parties also agree, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as

they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

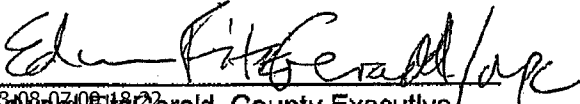
End of Article 6

{Balance of page intentionally left blank; signature page follows.}

5-16-13

IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Contract as of the date set forth below.

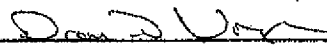
CUYAHOGA COUNTY, OHIO
Edward FitzGerald, County Executive


Edward FitzGerald, County Executive

Date: _____

{Vendor}

Commercial Relocation Services LLC.


By: OWNER, {title}

Date: 6-2-13

Exhibit A

{Proposal}



Cuyahoga County Division of Children and Family Services

Record Moving Services **Notice of Informal Competitive Bid**

PURPOSE:

The Cuyahoga County Division of Children and Family Services (DCFS) is seeking bids for ongoing local moving services. The County hopes to have a contract in place by July 1, 2013.

This process requires moving boxed confidential case files from the Jane Edna Hunter (JEH) Building location at 3955 Euclid Ave., Cleveland, Ohio 44115 to the Tyler Building at 3615 Superior Ave., Cleveland, Ohio 44114 and from the Tyler Building to the Jane Edna Hunter Building. The vendor provides one trip each week to and from each building. It is anticipated that the vendor will move between 40 and 80 file boxes each week.

BACKGROUND:

DCFS maintains confidential case records as required by the Ohio Revised Code (ORC) on all clients. Most records must be maintained indefinitely. Currently, the agency keeps open records at the Jane Edna Hunter Building and closed records off-site at a warehouse space in the Tyler Building approximately one (1) mile away. In the course of normal business, the agency moves files between the two locations. The agency moves approximately 40 – 80 standard file-size storage boxes per week between the two facilities.

NEED:

DCFS must have regular, ongoing, and uninterrupted service with a vendor capable of moving these boxes/records weekly. Without this service, the agency would not be able to store and/or locate the records necessary to conduct business and perform its mandated responsibilities. In addition, the agency would not be able to respond timely to requests for records, research a case, re-open a case, provide records for state/federal auditors or respond to legal requests for records for the courts (resulting in contempt of court), media or clients.

The vendor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

3. Certificate of Liability Insurance

The vendor shall have in effect during the term of the contractual agreement comprehensive auto and general liability insurance wherein Cuyahoga County and its employees are named as co-insured or additional insured.

This insurance shall protect the vendor, Cuyahoga County and its employees, performing work covered by the contractual agreement against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contractual agreement whether such operations are by contractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies shall be made available to the contracting authority for review upon request. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted as follows:

- a. Bodily Injury Liability: \$250,000 per person, \$500,000 per accident.
- b. Property Damage Liability: \$50,000 per accident, \$100,000 per aggregate.
- c. Comprehensive Automobile Liability: \$250,000 per person, \$500,000 per accident.

****All Certificate of Liability documentation must include the following language:
Cuyahoga County and its employees are additional named insured for purposes of commercial general liability and automobile liability.**

****** Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance (If either document is required above)**

If the vendor cannot provide a worker's compensation certificate and/or certificate of insurance as requested, the vendor must, at the time of submission of the Informal Competitive Bid, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the vendor verifies being self-insured by means of documentation will the County consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. Such documentation, together with the letter of indemnification, must be submitted with the Informal Competitive Bid proposal. Such a request will not be considered after the contract has been awarded.

4. IRS Form W-9: Request for Taxpayer Identification Number and Certification (Blank Form Attached)

5. Bidder's Compliance Form (Blank Form Attached)

6. Non-Collusion Affidavit-must be notarized (Blank Form Attached)

7. BID REQUIREMENTS:

Vendors interested in submitting bids for the services listed above shall respond to this posting by submitting a formal bid in writing that outlines at a minimum; details about the company, the services to be provided and the cost of such services. Bids must be submitted in writing by **Friday, May 17, 2013 by 4:00 p.m.** to the contact person found on page 5, and its response no longer than three pages. The vendor should detail as much information as necessary for the county to make an informed selection. All responses should at a minimum also answer the following questions:

VENDORS' PROPOSAL QUESTIONS:

- Q1. Is the company a local vendor with a readily available management contact?
 - Q2. Is the company a licensed, bonded and insured moving and storage company?
 - Q3. Can the vendor commit to a weekly schedule for services that is the same day and time each week (preferably Friday mornings)?
 - Q4. Can the vendor commit to providing services on the following business day in the case of emergency or in the instance that the agency is closed on the normal day due to emergency or legal holiday?
 - Q5. Does the vendor have references for a similar type of work provided for another agency or company?
-
- Q6. What are the company hours?
 - Q7. How long has the vendor been providing moving services?
 - Q8. Does your company have a policy regarding lost or damaged packages (please explain)?
 - Q9. What is your company's policy and method with handling confidential files?
-

CONTRACT TERM and COST:

The contract term will be from July 1, 2013 through June 30, 2015. The total cost of this purchase shall not exceed \$20,000.00. The vendor understands that Cuyahoga County will not pay amounts in excess of the aforementioned amount for services purchased within the contract term.

CONTACT:

Questions regarding this bid solicitation and specifications should be directed to the following:

Gregory E. Jones
Program Officer 3
Cuyahoga County Division of Children and Family Services
3955 Euclid Ave. Room 344E
Cleveland, Ohio 44115
Phone (216) 881-4495
Fax (216) 432-5033
Email Jonesg04@odjfs.state.oh.us

SERVICES REQUIREMENTS:

- The vendor must be available beginning July 1, 2013 through June 30, 2015.
- The vendor will be required to make one weekly trip from the DCFS file storage room located on the second floor in the Jane Edna Hunter Building at 3955 Euclid Avenue, Cleveland, Ohio 44115 to the DCFS off- site storage facility located on the second floor of the Tyler Building located at 3615 Superior Ave., Cleveland, Ohio 44115 and a once weekly return trip from the DCFS off- site storage facility located on the second floor of the Tyler Building located at 3615 Superior Ave., Cleveland, Ohio 44115 to the DCFS file storage room located on the second floor in the Jane Edna Hunter Building at 3955 Euclid Ave., Cleveland, Ohio 44115.
- The vendor will move file storage boxes between the two facilities as prepared by the county. It is anticipated that the vendor will move between 40 and 80 boxes per week. It is possible, on occasion; there could be less than 40 or more than 80 boxes per week.
- It is expected that these trips will take place each and every Friday between the hours of 9:00 AM and 3:00 PM from July 1, 2013 through June 30, 2015. (The County reserves the right to extend the terms of the contract for one year at their sole discretion.)

CRS

Commercial
Relocation
Services LLC

Commercial Relocation Services LLC

Commercial Moving & Storage Services

Office: (216) 251-6683

4467 Industrial Parkway

Cleveland, Ohio 44135

To whom it may concern, I David Unger, sole owner of Commercial Relocation Services LLC, am authorized to sign any and all documents and/or contracts relating to Commercial Relocation Services LLC.

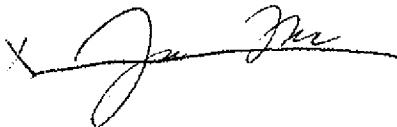
David Unger

Signature



Date 6-10-13

Ohio
Cuyahoga



ISAAC ROWE
Notary Public, State of Ohio
My Commission Expires
September 24, 2017

Commercial Relocation Services LLC

Office: 6763 Donna Rae Drive – Cleveland, Oh – 44131

Telephone: (216) 236-6996 – Fax: 1-800-844-1711 – Email: info@wemoveyourcompany.com

Website: <http://www.wemoveyourcompany.com>

201208900332

DATE: 03/29/2012	DOCUMENT ID 201208900332	DESCRIPTION FICTITIOUS NAME/ORIGINAL FILING (NFO)	FILING 50.00	EXPED .00	PENALTY .00	CERT .00	COPY .00
---------------------	-----------------------------	---	-----------------	--------------	----------------	-------------	-------------

Receipt

This is not a bill. Please do not remit payment.

LAURA M UNGER
6763 DONNA RAE DR
SEVEN HILLS, OH 44131

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2094776

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

COMMERCIAL RELOCATION SERVICES LLC

and, that said business records show the filing and recording of:

Document(s)

FICTITIOUS NAME/ORIGINAL FILING

Expiration Date: 03/23/2017

Document No(s):

201208900332

COMMERCIAL RELOCATION SERVICES
LLC
6763 DONNA RAE DR
SEVEN HILLS, OH 44131



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 23rd day of March, A.D. 2012.

Jon Husted

Ohio Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vince Hrobat Insurance Agy, Inc. PO Box 31117 Independence OH 44131		CONTACT NAME: Melissa Lambert PHONE (A/C No. Ext): (216) 524-2007 FAX (A/C No): (216) 524-4487 E-MAIL: melissal@hrobatinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Company NAIC # 18988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Commercial Relocation Services Llc 6763 Donna Rae Dr Seven Hills OH 44131-3703			

COVERAGES **CERTIFICATE NUMBER: CL1351705151** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			05114540	3/20/2013	3/20/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			05114540	3/20/2013	3/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
A		UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
		DED RETENTION \$			49-114540-00	3/20/2013	2/20/2014	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	05114540	3/20/2013	3/20/2014	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Motor Truck Cargo			05114540	3/20/2013	3/20/2014	25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cuyahoga County and its employees are included as additional insured with regard to commercial general liability including hired & non-owned auto.

CERTIFICATE HOLDER**CANCELLATION**

Cuyahoga County
1219 Ontario St
Cleveland, OH 44113

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE