MASTER AGREEMENT

Baltimore County, Maryland
Office of Budget and Finance

Document ID: 00003479 Fiscal Year: 2020
Version: 5 Modification
Buyer: Tom Acree
Buyer Phone: 410-887-2265
Effective Date: 02/06/17 Expiration Date: 02/05/21
Date Printed: January 31, 2020

Vendor: VC0000010442
Hampden Moving and Storage Inc
1304 Continental Drive
Abingdon, MD 21009

Last renewal 2/6/21 - 2/5/22

Document Description: Moving Services On-Call
Contract Approved Date:
Not to Exceed: $110,061.87 Current Renewal Period: 3

Reason for Modification:
Modified Master Agreement to exercise the third of four one-year renewal options from 02/06/2020 to 02/05/2021. Vendor must maintain the insurance coverages required under the terms and conditions while this contract is in effect, including all renewal terms. All prices, terms and conditions remain the same.

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 Margret Feeney, 410-888-8500. 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.
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<tr>
<th>Line No.</th>
<th>Commodity</th>
<th>UoM</th>
<th>Unit Price</th>
<th>Discount % Off Catalog $</th>
<th>Contract Amount</th>
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- Labor, supervisor, moving services, weekdays (8:00 am-5:00 pm) and Saturdays, as per specifications
- Labor, supervisor, moving services, weekday evenings (5:00 pm-12:00 am) and Saturdays, as per specifications
- Labor, supervisor, moving services, Sundays and holidays, as per specifications
- Labor, mover/laborer, moving services, Weekdays (8:00 am-5:00 pm) and Saturdays as per specifications
- Labor, moving services, weekday evenings (5:00 pm-12:00 am) and Saturdays, as per specifications
- Labor, moving services, Sundays and holidays, as per specifications
- Labor, Installers, moving services, weekdays (8:00 am-5:00 pm) and Saturdays, as per specifications
- Labor, Installers, evenings (5:00 pm-12:00 am) and Saturdays, as per specifications
- Labor, Installers, Sundays and Holidays, as per specifications
- Dollies, four wheel, moving services, prices per cart per day, as per specifications
- Crates, moving services, 27" L X 12" H X 16.5" W priced per each per day, as per specifications
- Library Carts, moving services, price per cart per day as per specifications
- Boxes, legal, moving services, as per specifications
- Labels, per sheet, moving services, as per specifications
- Computer bags, moving services, as per specifications
- Bubble wrap, roll of 50 feet, moving services, as per specifications
### MASTER AGREEMENT

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Shrink wrap, roll of 50 feet, moving services, as per specifications

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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 changes or modifications, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign his 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, Proposal, 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. Invoices. 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 to 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, 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 shall not be liable to the County, and the County shall have the right to terminate the agreement without notice to the contractor and without any obligation or penalty.

9. Discrimination. 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, or disability whether incurred 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 hereunder 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 hereunder, such an action shall be brought only in a court of competent jurisdiction in the State of Maryland.

12. Funding. 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 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) shall be provided in 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 Reusable 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.

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 to: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any unadjusted 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 such accrued, accrued or unearned 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.

18. Indemnification. The contractor shall indemnify and hold harmless the County, its officers, agents and officers from any and all liabilities, claims, suits, or demands, including attorney's fees and 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.

19. Defense. Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officers 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 respects in connection herewith. 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 release, 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

Reviewed for Legal Sufficiency
(based upon typewritten document)

By: _________________________________
Baltimore County Office of Law

(No approval does not convey approval or disapproval of substantive nature of the transaction)