Baltimore County, Maryland
Office of Budget and Finance

Vendor: VC005550
WGL Energy Services Inc
8614 Westwood Center Drive Suite 1200
Attn Accounting
Vienna, VA 22182

Document Description: Electric Supply Services

Contract Approved Date:
Not to Exceed:

Current Renewal Period: 5

Reason for Modification:
Modified Master Agreement to exercise the fifth of nine one-year renewal options from 8/01/2021 to 7/30/2022. Vendor must maintain the insurance coverages required under the terms and conditions while this contract is in effect, including all renewal terms. All other prices, terms, and conditions remain the same.

Extended Description:
RFP #P-146, opened 02/29/2016. Incorporating the BRCPC/Baltimore County Solicitation #P-146, dated 02/29/2016, as amended by Amendments 1, 2, 3, 4, and 5, including, but not limited to, the Proposal Response, Procurement Affidavit, Prime Contractor Minority Information, MBE/WBE documents, and Insurance, as applicable. Supersedes Master Agreement #1985.

This solicitation resulted in twenty-three (23) separate contract awards, one for each BRCPC member.

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.
<table>
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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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Service fee, for providing electric supply services in accordance with Section 2, priced per MWh, as per specifications

Carrying charge (if any) on account deficiency as the result of budget billing. Published Index is 3 Month Libor. Adder to index (if any) - noted as annual percentage rate, as per specifications

Bifurcated billing, consisting of two components: energy & kilowatt-based supply costs, and capacity & transmission charges, to show separately on monthly invoices for each electric supply services account, per megawatt hour actually used per account

Renewal Period No: 1  
Renewal Begin Date: 08/01/17  
Renewal End Date: 07/31/18

Renewal Period No: 2  
Renewal Begin Date: 08/01/18  
Renewal End Date: 07/31/19

Renewal Period No: 3  
Renewal Begin Date: 08/01/19  
Renewal End Date: 07/31/20

Renewal Period No: 4  
Renewal Begin Date: 08/01/20  
Renewal End Date: 07/31/21

Renewal Period No: 5  
Renewal Begin Date: 08/01/21  
Renewal End Date: 07/31/22

Renewal Period No: 6  
Renewal Begin Date: 08/01/22  
Renewal End Date: 07/31/23

Renewal Period No: 7  
Renewal Begin Date: 08/01/23  
Renewal End Date: 07/31/24

Renewal Period No: 8  
Renewal Begin Date: 08/01/24  
Renewal End Date: 07/31/25

Renewal Period No: 9  
Renewal Begin Date: 08/01/25  
Renewal End Date: 07/31/26
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 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 modify or otherwise modify or alter the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment 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 identification number (FEIN) or social security number, as appropriate and order number and line number(s) which 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 for any solicitation that 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: It is the policy of the contractor to treat all employees similarly in all respects, without discrimination based on 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 preclude the performance of 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, 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 where the action was brought.

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 prior to the end of the fiscal year and at no cost to the contractor.

13. Material Safety Data Sheet: If products are to be provided to the County, the contractor agrees to provide a material safety data sheet (MSDS) to the County. The contractor shall maintain copies of all MSDSs and make them available to the County upon request.

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 packaging should be made of 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. If termination for convenience is effective on or before the date of termination, the County shall provide the contractor with written notice of the date of termination.

17. Termination for Default: In addition to any other rights and remedies, the County shall have the right to terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor.

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.

19. Defense: After notice in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials in any legal action or proceeding based upon negligence, oral or written representation, any act or omission, or misrepresentation made by the contractor or his/her employees, agents, or officials which is the cause of or contributed to the loss.

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 be responsible for all losses incurred. Any losses, damages or destructions shall be reported to the County immediately, and all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:

By: [Signature]
Director of Budget and Finance
or designee

Reviewed for Legal Sufficiency:
(based upon typeset document)

By: [Signature]
Baltimore County Office of Law

Baltimore County, Maryland
By: [Signature]
County Administrative Office

(approval does not convey approval or disapproval of substantive nature of the transaction)