MASTER AGREEMENT

Baltimore County, Maryland
Office of Budget and Finance

Vendor ID: VC005550
WGL Energy Services Inc
13865 Sunrise Valley Dr, STE 200
Herndon VA 20171-4661

Document ID: 00003312
Fiscal Year: 2018
Version: 2
Modification
Buyer: Kathy Madary
Buyer Phone: 410-887-3888
Effective Date: 08/01/16
Expiration Date: 07/31/18
Date Printed: August 04, 2017

Document Description: Electric Supply Services

Approved by County Council:

Not to Exceed:

Reason for Modification:
Modified Master Agreement to exercise the first of nine one-year renewals from 08/01/2017 to 07/31/2018. 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:
RFP #P-146, opened 02/29/2016. Incorporating the BRP/C/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 BRP/C 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>
<thead>
<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.

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 changes can be made to any purchase order by the use of purchase order or any other authority. The 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 provided 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 Finance.

5. Invoicing: Invoices shall 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 such 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 this agreement, the Contractor shall not discriminate against persons because of race, color, creed, religion, sex, age, national origin, marital status, social status, or other characteristic, under federal or state law.

10. Applicability of 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 obligation 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, 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 are to be provided to the County, the contractor shall provide the County with a material safety data sheet (MSDS) for each product, and the contractor shall make these materials available to the public. This applies to any product used in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall be responsible for the safe and efficient operation of the materials.


15. Copiers, scanners, printers, facsimile equipment, and any other equipment that contain hard drives that will be disposed of in accordance with the laws and regulations of the State of Maryland and Baltimore County.

16. Termination for Convenience: The County may terminate this agreement, where or in part, without fault, by providing written notice thereof to the contractor. In the event of termination, without fault, the County shall arrange 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 all reasonable costs incurred by the contractor up to the date of termination. The contractor shall not be reimbursed for any anticipated 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, as set forth in the written notice.

17. Termination for Default: In addition to other available remedies and remedies, the County shall have the right to terminate this agreement, without fault, upon written notice to the contractor. To suspend or terminate this agreement immediately, in whole or in part, if failure to perform any material obligation, or otherwise perform any services, or to perform any duty imposed by and performed under the terms of the agreement. The contractor shall be responsible for the safe and efficient operation of the materials.

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 costs, which are 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 be responsible for the safe and efficient operation of the materials.

19. Defense: Unless the person writing the County's defense, 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 the 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 matters in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for consideration and review prior to filing or entering thereof. No filing, action, settlement, or pleading shall be filed or entered without the prior written consent and approval of the County.

20. Property Loss, 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:

Baltimore County, Maryland

By:

Director of Budget and Finance
or Director's designee

Reviewed for Legal Sufficiency
(based upon typed document)

By:

Baltimore County Office of Law
(approval does not convey approval or disapproval of substantive nature of the transaction)