Vendor: VC000923
Constellation Newenergy
9400 Bunsen Parkway Suite 100
Louisville, KY 40220

Document Description: Natural Gas Supply Services

Contract Approved Date: 1/17/17

Not to Exceed: Current Renewal Period: 3

Reason for Modification:
Modified Master Agreement to exercise the third of nine one-year renewal options from 01/17/2020 to 01/16/2021. 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:
RFP #P-165, opened 10/07/2016. Incorporating the BRCPC/Baltimore County Solicitation #P-165, dated 10/07/2016, as amended by Amendments 1, 2, and 3, including, but not limited to, the Proposal Response, Procurement Affidavit, Prime Contractor Minority Information, MBE/WBE documents, and Insurance, as applicable. Supercedes Master Agreement #2180, which expires 02/28/2017. Effective date of new agreement: March 1, 2017. The maximum compensation is based on County Council approved appropriation.

This solicitation resulted in separate contract awards for each BRCPC member and the Montgomery County Board of Education.

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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<th>Line No.</th>
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<th>Unit Price</th>
<th>Discount % Off Catalog $</th>
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Service fee, supply services, implementation of BRCPC natural gas procurement strategy, priced per dekatherm, as per specifications.

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Carrying Charge on Storage Gas for DRS, as per specifications.

Published Index is 3 Month Libor

Adder to index (if any) - noted as annual percentage rate, as per specifications.

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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 the Office 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 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. This includes any modifications or changes made after the contract has been signed.

5. Invoices: 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 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 for contracts 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 any agreement, or that any such agreement was not valid or legal. It has not paid, agreed to pay any person or entity to solicit or secure any agreement, or that any such agreement was not valid or legal.

9. Discrimination Prohibited: 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 discriminated against persons because of sex, race, color, religion, creed, national origin, marital status, sexual orientation, disability, or any other consideration not related to the terms of this agreement. The Contractor agrees to indemnify, hold harmless, and defend the County from any such claims, suits, or demands.

10. Applicability: 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 to the Contractor’s performance hereunder should be brought 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 in a court of competent jurisdiction in the courts of the State of Maryland.

12. Funding Out: 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 prior notice to the Contractor and without giving any notice or penalty.

13. Material Safety Data Sheet: If products are to be provided to the County or any other entity, the Contractor shall guarantee that all materials used meet the standards of non-flammable, non-toxic, or non-hazardous materials.

14. Recycled and Recyclable: The Contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, all materials used in packing to cushion, protect, and ship products shall 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 overwritable 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 giving written notice thereof to the Contractor. In the event of termination, the Contractor shall be liable for all reasonable costs incurred by the County in connection with the termination of this agreement.

17. Termination for Default: In the event of non-performance, the County shall have the right to terminate this agreement immediately, in whole or in part, by giving written notice thereof to the Contractor. The Contractor shall be liable for all reasonable costs incurred by the County in connection with the termination of this agreement.

18. Indemnification: The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or losses 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 Contractor.

19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall have 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 aspects of connection therewith. 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 replace, 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

Baltimore County, Maryland

By: ____________________________
County Administrative Officer

Reviewed does not convey approval or disapproval of substantive nature of the transaction.