Last renewal 01/11/20 - 1/10/21
Will be re-bid in Oct or Nov

Vendor: VC000569
CHEMUNG SUPPLY CORPORATION
PO BOX 527
ELMIRA, NY 14902

Document Description: Pipe, corrugated aluminium

Contract Approved Date:
Not to Exceed: Current Renewal Period: 4

Reason for Modification:
This modification is being issued to exercise the fourth and final one year renewal option from 1/11/20 to 1/10/2021. Vendor must maintain the insurance coverage 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-948 dated 10/05/15, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and insurance, as applicable. Vendor contact Carl H. Perine 607-733-5506. Agency contact Whitney Dudley, 410-887-2423. Pipe, corrugated aluminum. To be delivered to various Baltimore County shops which will be indicated on Delivery Order. DPW

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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Renewal Period No: 1
Renewal Begin Date: 01/11/17
Renewal End Date: 01/10/18

Renewal Period No: 2
Renewal Begin Date: 01/11/18
Renewal End Date: 01/10/19

Renewal Period No: 3
Renewal Begin Date: 01/11/19
Renewal End Date: 01/10/20

Renewal Period No: 4
Renewal Begin Date: 01/11/20
Renewal End Date: 01/10/21
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 made upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations 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 in his/her 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 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 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 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 agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.

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 discriminate against persons because of 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 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 courts of 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 prior 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 to a person's health, a material safety data sheet (MSDS) must be provided to the County. The Contractor agrees to provide the County with all necessary information about the products.

14. Recycling and Recyclable 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 must be made of recycled, recyclable, or biodegradable materials.

15. Copters, scanners, printers, facsimile equipment, and all 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. The County reserves the right to terminate this agreement at any time, without cause, by providing written notice thereof to the Contractor.

17. 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 by third parties, as well as all liabilities, claims, suits, or demands involving 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.

18. 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: [Signature] Director of Budget and Finance or Director’s designee

Reviewed for Legal Sufficiency (based upon typed document) By: [Signature]

Baltimore County, Maryland

By: [Signature] County Administrative Office

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