MASTER AGREEMENT

Baltimore County, Maryland
Office of Budget and Finance

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

Document Description: Pipe, corrugated aluminum

Contract Approved Date:

Not to Exceed:

Current Renewal Period: 0

Reason for Modification:

Extended Description:
Incorporating the Baltimore County Solicitation #8-1612 dated 4/7/2021 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, 410-887-3140

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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Pipe, 12" corrugated aluminum, 16 gauge available in 10', 12' 14' 16' and 20' lengths, meeting ASTM standard B745/B745M.

Band, 12", corrugated aluminum, 16 gauge with nuts and bolts, meeting ASTM standard B745/B745M.

Pipe, 15" corrugated aluminum, 16 gauge available in 10', 12' 14' 16' and 20' lengths, meeting ASTM standard B745/B745M.

Band, 15", corrugated aluminum, 16 gauge with nuts and bolts, meeting ASTM standard B745/B745M.

Pipe, 18" corrugated aluminum, 16 gauge available in 10', 12' 14' 16' and 20' lengths, meeting ASTM standard B745/B745M.

Band, 18", corrugated aluminum, 16 gauge with nuts and bolts, meeting ASTM standard B745/B745M.

Band 24", corrugated aluminum, 14 gauge with nuts and bolts, meeting ASTM standard B745/B745M.

Pipe, 8" corrugated aluminum, 16 gauge available in 10', 12' 14' 16' and 20' lengths, meeting ASTM standard B745/B745M.

Pipe, 24", corrugated aluminum, 14 gauge available in 10', 12' 14' 16' and 20' lengths, meeting ASTM standard B745/B745M.

Pipe, 30", corrugated aluminum, 12 gauge available in 10', 12' 14' 16' and 20' lengths, meeting ASTM standard B745/B745M.

Band, 30", 12 gauge, meeting ASTM standard B745/B745M.

Pipe, 36", corrugated aluminum, 12 gauge available in 10', 12' 14' 16' and 20' lengths, meeting ASTM standard B745/B745M.

Band, 36", 12 gauge, meeting ASTM standard B745/B745M.

Renewal Period No: 1
Renewal Begin Date: 05/17/22
Renewal End Date: 05/16/23

Renewal Period No: 2
Renewal Begin Date: 05/17/23
Renewal End Date: 05/16/24

Renewal Period No: 3
Renewal Begin Date: 05/17/24
Renewal End Date: 05/16/25

Renewal Period No: 4
Renewal Begin Date: 05/17/25
Renewal End Date: 05/16/26
1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2013, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an order signed by the Purchasing Agent or his designee. No change in revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his designee. No change shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his 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. According to any such Master Agreement, Contract, or Purchase Order that is for $25,000 or less shall be signed by the Director of Office of Budget and Finance or his designee authorized to do so in writing.

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. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 144, 400 Washington Avenue, Towson, MD 21204-4655. Invoices must show the vendor's identification number (FEMI 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 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 warrant 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 individual is paid or paid by a person, 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 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 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 Material Safety Data Sheets (MSDS) for each material provided to the County. The County may retain custody of the Material Safety Data Sheets for a period of five years following the termination of the agreement.

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, cushion, protect, and ship are to be made of recycled, recyclable or biodegradable materials.

15. Vessels, trucks, 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 in the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final thirty days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will 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 set forth in the written notice of termination.

17. Termination for Default: In addition to other available rights and remedies, the County shall have the right to terminate this agreement immediately, in whole or in part, by providing written notice to the contractor:

1. To terminate this agreement immediately, in whole or in part, if the contractor shall fail to meet any of the terms or conditions of this agreement, as written, and the contractor shall not cure such failure within the time specified by the County.

2. To procure the County or the County shall have the right to terminate this agreement immediately, in whole or in part, if the contractor shall fail to perform any of the terms or conditions of this agreement, as written, and the contractor shall not cure such failure within the time specified by the County.

3. To terminate this agreement immediately, in whole or in part, if the contractor shall fail to perform any of the terms or conditions of this agreement, as written, and the contractor shall not cure such failure within the time specified by the County.

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17. To terminate this agreement immediately, in whole or in part, if the contractor shall fail to perform any of the terms or conditions of this agreement, as written, and the contractor shall not cure such failure within the time specified by the County.

18. Termination for Default: In addition to other available rights and remedies, the County shall have the right to terminate this agreement immediately, in whole or in part, if the contractor shall fail to perform any of the terms or conditions of this agreement, as written, and the contractor shall not cure such failure within the time specified by the County.

19. 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 this agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by 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: [Signature]

Director of Budget and Finance
or Director's designee

Reviewed for Legal Sufficiency (based upon typewritten document)

By: [Signature]

Algonon Stahl
Baltimore County Office of Law

Baltimore County, Maryland

#250

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