

MASTER AGREEMENT



Document ID: **00003905** Fiscal Year: **2018**
Version: **1 New**
Buyer: **Kathy Madary** *KM*
Buyer Phone: **410-887-3888**
Effective Date: **07/23/18** Expiration Date: **07/22/19**
Date Printed: **July 02, 2018**

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance

Vendor: VC005419
Thompson Electric Inc

1060E Hardees Drive

Aberdeen, MD 21001

Document Description: Traffic Signal Construction Services

Contract Approved Date:

Not to Exceed: \$7,113,115.82 Current Renewal Period: 0

Reason for Modification:

Extended Description:
RFB #B-1223, opened 04/30/2018, approved by the County's Administrative Officer 06/22/2018. Incorporating the Baltimore County Solicitation #B-1223 dated 04/30/2018, as amended by Amendment #1, including but not limited to, the Bid Response, Procurement Affidavit, M/WBE Affidavit and documents, and Insurance, as applicable. The Not to Exceed amount is for the entire term of the agreement, including all renewals and/or extensions. Work site locations should be noted on the Delivery Orders.

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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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	96882	EA	\$1,000.0000	0.0000	\$0.00
Maintenance of traffic, minor, fixed cost, for all roadways in the County not classified as an arterial roadway, traffic signal construction, as per specifications					
2	96882	EA	\$2,000.0000	0.0000	\$0.00
Maintenance of traffic, major, fixed cost, for all roadways in the County classified as an arterial roadway, traffic signal construction, as per specifications					
3	96882	CUYD	\$50.0000	0.0000	\$0.00
Excavation, test pit, outside roadway, traffic signal construction, as per specifications					
4	96882	CUYD	\$200.0000	0.0000	\$0.00
Excavation, test pit, in roadway, traffic signal construction, as per specifications					
5	96882	CUYD	\$75.0000	0.0000	\$0.00
Excavation, Class 2, traffic signal construction, as per specifications					
6	96882	LNFT	\$50.0000	0.0000	\$0.00
Median, concrete, monolithic, less than 4' wide, remove existing, traffic signal construction, as per specifications					
7	96882	LNFT	\$6.0000	0.0000	\$0.00
Curb & gutter, remove existing, traffic signal construction, as per specifications					
8	96882	SQFT	\$5.0000	0.0000	\$0.00
Sidewalk, remove existing, traffic signal construction, as per specifications					
9	96882	LNFT	\$10.0000	0.0000	\$0.00
Dike, straw bale, for sediment control, traffic signal construction, as per specifications					
10	96882	LNFT	\$10.0000	0.0000	\$0.00
Fence, Super Silt, Detail 33 Option B, furnish & install, traffic signal construction, as per specifications					
11	96882	LNFT	\$18.0000	0.0000	\$0.00
Thermoplastic marking tape, 24" white, furnish & install, traffic signal construction, as per specifications					
12	96882	LNFT	\$8.0000	0.0000	\$0.00
Thermoplastic marking tape, 12" white, furnish & install, traffic signal construction, as per specifications					
13	96882	LNFT	\$5.0000	0.0000	\$0.00
Thermoplastic marking tape, 5" white, furnish & install, traffic signal construction, as per specifications					
14	96882	LNFT	\$5.0000	0.0000	\$0.00
Thermoplastic marking tape, 5" yellow, furnish & install, traffic signal construction, as per specifications					
15	96882	EA	\$75.0000	0.0000	\$0.00
Pavement marking tape, letter or number, furnish & install, traffic signal construction, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
16	96882	EA	\$150.0000	0.0000	\$0.00
Pavement marking tape, arrow or symbol, furnish & install, traffic signal construction, as per specifications					
17	96882	LNFT	\$6.0000	0.0000	\$0.00
Removable marking tape, 12" white, furnish & install, traffic signal construction, as per specifications					
18	96882	LNFT	\$2.0000	0.0000	\$0.00
Removable pavement marking tape, 4" white, furnish & install, traffic signal construction, as per specifications					
19	96882	LNFT	\$2.0000	0.0000	\$0.00
Removable pavement marking tape, 4" yellow, furnish & install, traffic signal construction, as per specifications					
20	96882	LNFT	\$1.0000	0.0000	\$0.00
Latex pavement marking, 5" marking, white, furnish & install, traffic signal construction, as per specifications					
21	96882	LNFT	\$1.0000	0.0000	\$0.00
Latex pavement marking, 5" marking, yellow, furnish & install, traffic signal construction, as per specifications					
22	96882	LNFT	\$2.0000	0.0000	\$0.00
Remove existing pavement marking, any type or width, traffic signal construction, as per specifications					
23	96882	EA	\$25.0000	0.0000	\$0.00
Remove existing pavement marking, any type arrow, any letter, number or symbol, traffic signal construction, as per specifications					
24	96882	LNFT	\$50.0000	0.0000	\$0.00
Monolithic concrete median, 4' width, mix no. 2, traffic signal construction, as per specifications					
25	96882	LNFT	\$35.0000	0.0000	\$0.00
Curb & gutter, SHA Standard Type A, 12" X 8", mix no. 2, traffic signal construction, as per specifications					
26	96882	LNFT	\$35.0000	0.0000	\$0.00
Curb & gutter, mountable, mix no. 2, traffic signal construction, as per specifications					
27	96882	LNFT	\$35.0000	0.0000	\$0.00
Depressed curb & gutter for handicap ramp, mix no. 2, furnish & install, traffic signal construction, as per specifications					
28	96882	SQFT	\$10.0000	0.0000	\$0.00
Concrete paving for sidewalk, 4", mix no. 2, traffic signal construction, as per specifications					
29	96882	SQFT	\$15.0000	0.0000	\$0.00
Furnish & install concrete sidewalk for handicap ramp, 7", mix no. 2, traffic signal construction, as per specifications					
30	96882	SQFT	\$45.0000	0.0000	\$0.00
Furnish & install detectable warning surfaces, traffic signal construction, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
31	96882	EA	\$1,000.0000	0.0000	\$0.00
Furnish & install 12" x 40' wood pole with back guy, traffic signal construction, as per specifications					
32	96882	EA	\$250.0000	0.0000	\$0.00
Furnish & install back guy, traffic signal construction, as per specifications					
33	96882	EA	\$20.0000	0.0000	\$0.00
Adjust back guy, traffic signal construction, as per specifications					
34	96882	EA	\$20.0000	0.0000	\$0.00
Remove existing back guy, traffic signal construction, as per specifications					
35	96882	CUYD	\$875.0000	0.0000	\$0.00
Furnish & install concrete foundation, mix no. 6, traffic signal construction, as per specifications					
36	96882	EA	\$5,600.0000	0.0000	\$0.00
Furnish & install mast arm pole & 38' mast arm, traffic signal construction, as per specifications					
37	96882	EA	\$8,100.0000	0.0000	\$0.00
Furnish & install mast arm pole & 50' mast arm, traffic signal construction, as per specifications					
38	96882	EA	\$11,557.3400	0.0000	\$0.00
Furnish & install mast arm pole & 60' mast arm, traffic signal construction, as per specifications					
39	96882	EA	\$11,600.0000	0.0000	\$0.00
Furnish & install mast arm pole & 70' mast arm, traffic signal construction, as per specifications					
40	96882	EA	\$11,999.0000	0.0000	\$0.00
Furnish & install mast arm pole 7 twin 50'/50' mast arms, traffic signal construction, as per specifications					
41	96882	EA	\$15,000.0000	0.0000	\$0.00
Furnish & install mast arm pole & twin 50'/60' or 60'/50' mast arms, traffic signal construction, as per specifications					
42	96882	EA	\$15,500.0000	0.0000	\$0.00
Furnish & install mast arm pole & twin 50'/70' or 70'/50' mast arms, traffic signal construction, as per specifications					
43	96882	EA	\$16,500.0000	0.0000	\$0.00
Furnish & install oversized 27' mast arm pole with twin 60'/70' mast arms, traffic signal construction, as per specifications					
44	96882	EA	\$4,000.0000	0.0000	\$0.00
Furnish & install strain pole, 12" x 30' (0 gauge), traffic signal construction, as per specifications					
45	96882	EA	\$7,500.0000	0.0000	\$0.00
Furnish & install strain pole, 12" x 32' (0+0 gauge), traffic signal construction, as per specifications					
46	96882	EA	\$500.0000	0.0000	\$0.00
Furnish & install T-base for traffic signal pedestal, traffic signal construction, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
47	96882	EA	\$775.0000	0.0000	\$0.00
Furnish & install pedestrain pushbutton & sign, traffic signal construction, as per specifications					
48	96882	EA	\$100.0000	0.0000	\$0.00
Install pedestrian pushbutton & sign, traffic signal construction, as per specifications					
49	96882	EA	\$999.0000	0.0000	\$0.00
Furnish & install breakaway pedestal pole, 10' and under, traffic signal construction, as per specifications					
50	96882	EA	\$500.0000	0.0000	\$0.00
Furnish & install pedestrian pushbutton pole, traffic signal construction, as per specifications					
51	96882	EA	\$100.0000	0.0000	\$0.00
Cut, clean & cap traffic signal structure, traffic signal construction, as per specifications					
52	96882	EA	\$100.0000	0.0000	\$0.00
Paint galvanized structure, any type, traffic signal construction, as per specifications					
53	96882	EA	\$100.0000	0.0000	\$0.00
Furnish & install ground rod, 3/4" diameter X any size, traffic signal construction, as per specifications					
54	96882	EA	\$250.0000	0.0000	\$0.00
Furnish & install 3/4" to 3" blind coupling, traffic signal construction, as per specifications					
55	96882	EA	\$275.0000	0.0000	\$0.00
Furnish & install conduit bend, any size, traffic signal construction, as per specifications					
56	96882	EA	\$75.0000	0.0000	\$0.00
Furnish & install 1-1/4" weatherhead, traffic signal construction, as per specifications					
57	96882	EA	\$95.0000	0.0000	\$0.00
Furnish & install 2" weatherhead, traffic signal construction, as per specifications					
58	96882	EA	\$150.0000	0.0000	\$0.00
Furnish & install 3" weatherhead, traffic signal construction, as per specifications					
59	96882	LNFT	\$15.0000	0.0000	\$0.00
Furnish & install 1" liquid-tight flexible non-metallic conduit, detector wire sleeve, traffic signal construction, as per specifications					
60	96882	LNFT	\$6.0000	0.0000	\$0.00
Furnish & install 2" PVC electrical conduit, Schedule 80, trenched, traffic signal construction, as per specifications					
61	96882	LNFT	\$20.0000	0.0000	\$0.00
Furnish & install 2" PVC electrical conduit, Sch. 80 slotted, traffic signal construction, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
62	96882	LNFT	\$20.0000	0.0000	\$0.00
Furnish & install 2" PVC electrical conduit or bore duct, Schedule 80, traffic signal construction, as per specifications					
63	96882	LNFT	\$8.0000	0.0000	\$0.00
Furnish & install 3" PVC electrical conduit, Schedule 80, trenched, traffic signal construction, as per specifications					
64	96882	LNFT	\$45.0000	0.0000	\$0.00
Furnish & install 3" PVC electrical conduit, Schedule 80, slotted, traffic signal construction, as per specifications					
65	96882	LNFT	\$25.0000	0.0000	\$0.00
Furnish & install 3" PVC electrical conduit or bore duct, Schedule 80, traffic signal construction, as per specifications					
66	96882	LNFT	\$15.0000	0.0000	\$0.00
Furnish & install 4" PVC electrical conduit, Sch. 80, trenched, traffic signal construction, as per specifications					
67	96882	LNFT	\$50.0000	0.0000	\$0.00
Furnish & install 4" PVC electrical conduit, Sch. 80, slotted, traffic signal construction, as per specifications					
68	96882	LNFT	\$40.0000	0.0000	\$0.00
Furnish & install 4" PVC electrical conduit or bore duct, Sch. 80, traffic signal construction, as per specifications					
69	96882	EA	\$20.0000	0.0000	\$0.00
Furnish & install electrical junction box, any size, traffic signal construction, as per specifications					
70	96882	EA	\$250.0000	0.0000	\$0.00
Install Baltimore County handbox, including concrete collar, traffic signal construction, as per specifications					
71	96882	EA	\$1,050.0000	0.0000	\$0.00
Furnish & install traffic signal handbox (pullbox), traffic signal construction, as per specifications					
72	96882	SQFT	\$50.0000	0.0000	\$0.00
Retro Fit concrete collar on handbox, traffic signal construction, as per specifications					
73	96882	LNFT	\$13.0000	0.0000	\$0.00
Furnish & install 1-1/4" galvanized electrical conduit, (riser), traffic signal construction, as per specifications					
74	96882	LNFT	\$9.0000	0.0000	\$0.00
Furnish & install 3" electrical conduit, PVC, Sch. 80 (riser), traffic signal construction, as per specifications					
75	96882	EA	\$2,000.0000	0.0000	\$0.00
Furnish & install control & distribution equally (120/240V, 1-phase, 3-wire system), traffic signal construction, as per specifications					
76	96882	LNFT	\$5.0000	0.0000	\$0.00
Furnish & install 12-pair interconnect cable, overhead, traffic signal construction, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
77	96882	LNFT	\$4.0000	0.0000	\$0.00
Furnish & install 6-pair interconnect cable, underground, traffic signal construction, as per specifications					
78	96882	LNFT	\$12.0000	0.0000	\$0.00
Furnish & install saw cut for signal, traffic signal construction, as per specifications					
79	96882	LNFT	\$3.0000	0.0000	\$0.00
Furnish & install loop wire encased in flex tubing (#14 AWG), traffic signal construction, as per specifications					
80	96882	EA	\$1,800.0000	0.0000	\$0.00
Furnish & install microloop probe set, 500' lead, traffic signal construction, as per specifications					
81	96882	EA	\$1,900.0000	0.0000	\$0.00
Furnish & install microloop probe set, 1000' lead, traffic signal construction, as per specifications					
82	96882	LNFT	\$5.0000	0.0000	\$0.00
Disconnect, pull back, and reroute cables, traffic signal construction, as per specifications					
83	96882	EA	\$550.0000	0.0000	\$0.00
Install video detection camera & housing, traffic signal construction, as per specifications					
84	96882	LNFT	\$0.5000	0.0000	\$0.00
Install video detection cabling, traffic signal construction, as per specifications					
85	96882	LNFT	\$0.6500	0.0000	\$0.00
Furnish & install 2-conductor electrical cable (#14AWG) aluminum shielded, traffic signal construction, as per specifications					
86	96882	LNFT	\$1.0000	0.0000	\$0.00
Furnish & install 2-conductor electrical cable (#14AWG) tray wire, traffic signal construction, as per specifications					
87	96882	LNFT	\$1.3500	0.0000	\$0.00
Furnish & install 2-conductor electrical cable (#14AWG), traffic signal construction, as per specifications					
88	96882	LNFT	\$1.3500	0.0000	\$0.00
Furnish & install 3-conductor electrical cable (#14AWG) traffic signal construction, as per specifications					
89	96882	LNFT	\$2.0000	0.0000	\$0.00
Furnish & install 5-conductor electrical cable (#14 AWG) traffic signal construction, as per specifications					
90	96882	LNFT	\$2.1000	0.0000	\$0.00
Furnish & install 7-conductor electrical cable (#14 AWG) traffic signal construction, as per specifications					
91	96882	LNFT	\$1.6500	0.0000	\$0.00
Furnish & install stranded bare copper ground wire (#6 AWG) traffic signal construction, as per specifications					
92	96882	EA	\$1,000.0000	0.0000	\$0.00
Install controller & cabinet - pole mount, traffic signal construction, as per specifications					

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93	96882	EA	\$2,500.0000	0.0000	\$0.00
Install controller & cabinet - base mount, traffic signal construction, as per specifications					
94	96882	EA	\$300.0000	0.0000	\$0.00
Install 2-circuit flasher cabinet - pole mount, traffic signal construction, as per specifications					
95	96882	EA	\$295.0000	0.0000	\$0.00
Furnish & install 12" signal head, LED, priced per section, 1-section not optically programmed, traffic signal construction, as per specifications					
96	96882	EACH	\$275.0000	0.0000	\$0.00
F&I 8" signal head, LED, priced per section, 1-section, not optically programmed, traffic signal construction, as per specifications					
97	96882	EA	\$800.0000	0.0000	\$0.00
Furnish & install 16" LED countdown type, 1-piece pedestrian signal head, traffic signal construction, as per specifications					
98	96882	EA	\$931.0000	0.0000	\$0.00
Furnish & install 12" signal head, LED, priced per section, (1-section, optically programmed), traffic signal construction, as per specifications					
99	96882	EA	\$200.0000	0.0000	\$0.00
Install signal head, any type, traffic signal construction, as per specifications					
100	96882	EA	\$50.0000	0.0000	\$0.00
Remove & salvage of signal head, any type, traffic signal construction, as per specifications					
101	96882	EA	\$150.0000	0.0000	\$0.00
Relocate any signal head (including aiming & adjusting), traffic signal construction, as per specifications					
102	96882	LNFT	\$4.2500	0.0000	\$0.00
Furnish & install steel span wire, 3/8", traffic signal construction, as per specifications					
103	96882	LNFT	\$2.5000	0.0000	\$0.00
Furnish & install steel span wire, 1/4", traffic signal construction, as per specifications					
104	96882	EA	\$150.0000	0.0000	\$0.00
Furnish & install galvanized steel post, 10' unistrut post w/base, traffic signal construction, as per specifications					
105	96882	SQFT	\$10.0000	0.0000	\$0.00
Install overhead aluminum street sign, County supplied hardware, traffic signal construction, as per specifications					
106	96882	SQFT	\$10.0000	0.0000	\$0.00
Install ground mounted aluminum street sign, traffic signal construction, as per specifications					
107	96882	SQFT	\$10.0000	0.0000	\$0.00
Relocate existing sign, any size and/or type, traffic signal construction, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
108	96882	EA	\$100.0000	0.0000	\$0.00
Remove existing signs & supports, any size and/or type, traffic signal construction, as per specifications					
109	96882	EA	\$100.0000	0.0000	\$0.00
Remove & salvage existing sign, any size and/or type, traffic signal construction, as per specifications					
110	96882	HOUR	\$1.0000	0.0000	\$0.00
Labor, signal technician, traffic signal construction, as per specifications					
111	96882	EA	\$250.0000	0.0000	\$0.00
Removal & salvage of existing cabinet & controller, including removal of foundation, pole mounted, traffic signal construction, as per specifications					
112	96882	EA	\$275.0000	0.0000	\$0.00
Removal & salvage of existing cabinet & controller, including removal of foundation-base mounted, traffic signal construction, as per specifications					
113	96882	EA	\$250.0000	0.0000	\$0.00
Removal of traffic signal handbox, traffic signal construction, as per specifications					
114	96882	EA	\$300.0000	0.0000	\$0.00
Removal of foundation, any type, traffic signal construction, as per specifications					
115	96882	EA	\$3,500.0000	0.0000	\$0.00
Removal & dispose of existing signal equipment per assignment, fixed price, traffic signal construction, as per specifications					
116	96882	EA	\$2,300.0000	0.0000	\$0.00
As-built from existing plan or disk, traffic signal construction, as per specifications					
117	96882	EA	\$3,000.0000	0.0000	\$0.00
As-built from resurvey, traffic signal construction, as per specifications					
118	96882	EA	\$836.0000	0.0000	\$0.00
Furnish & install 10' lighting arm, traffic signal construction, as per specifications					
119	96882	EA	\$1,156.0000	0.0000	\$0.00
Furnish & install 20' lighting arm, traffic signal construction, as per specifications					
120	96882	EA	\$650.0000	0.0000	\$0.00
Furnish & install 250 watt LED lamp & luminaire, traffic signal construction, as per specifications					
121	96882	EA	\$650.0000	0.0000	\$0.00
Furnish & install 400 watt LED lamp & luminaire, traffic signal construction, as per specifications					
122	96882	EA	\$500.0000	0.0000	\$0.00
Furnish & install T-base for streetlight pedestal, traffic signal construction, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
123	96882	EA	\$150.0000	0.0000	\$0.00
Install T-base for streetlight pedestal, traffic signal construction, as per specifications					
124	96882	EA	\$200.0000	0.0000	\$0.00
Install streetlight pole, 14' & under, traffic signal construction, as per specifications					
125	96882	EA	\$2,000.0000	0.0000	\$0.00
Furnish & install meter service pedestal for streetlight pedestal, traffic signal construction, as per specifications					
126	96882	EA	\$100.0000	0.0000	\$0.00
Remove & dispose of streetlight pole including foundation removal, traffic signal construction, as per specifications					
127	96882	LNFT	\$35.0000	0.0000	\$0.00
Curb & gutter, Baltimore County Standard 18" mix No. 2, traffic signal construction, as per specifications					
128	96882	SQYD	\$10.0000	0.0000	\$0.00
Furnish & install 4" topsoil seed and mulch, traffic signal construction, as per specifications					
129	96882	LNFT	\$1.6500	0.0000	\$0.00
Furnish & install 3-conductor, electrical cable (#14AWG) tray wire, traffic signal construction, as per specifications					
130	96882	EACH	\$2,349.0100	0.0000	\$0.00
Furnish & install breakaway pedestal pole, over 10', traffic signal construction, as per specifications					

Renewal Period No: 1

Renewal Begin Date: 07/23/19

Renewal End Date: 07/22/20

Renewal Period No: 2

Renewal Begin Date: 07/23/20

Renewal End Date: 07/22/21

Renewal Period No: 3

Renewal Begin Date: 07/23/21

Renewal End Date: 07/22/22

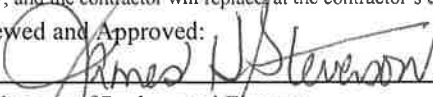
Renewal Period No: 4

Renewal Begin Date: 07/23/22

Renewal End Date: 07/22/23

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 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 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 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 thereunder 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 thereunder, such an action shall be brought only 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 any obligation or penalty.
 13. **Material Safety Data Sheet:** If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
 14. **Recycled 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 are to 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 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 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 anticipatory 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.
 17. **Termination for Default:** In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
 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.
- The contractor shall also 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 made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.
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 allow 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 in 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

Baltimore County, Maryland

By: _____
 County Administrative Office

Reviewed for Legal Sufficiency
 (based upon typeset document)

By: _____

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