

# MASTER AGREEMENT



Document ID: 00002367 Fiscal Year: 2017  
Version: 8 Modification  
Buyer: Brian Mohney *Bm*  
Buyer Phone: 410-887-3243  
Effective Date: 02/01/13 Expiration Date: 01/31/18  
Date Printed: January 20, 2017

BALTIMORE COUNTY, MARYLAND  
Office of Budget and Finance

Vendor ID: VC0000010119  
Best Battery Co Inc  
4015 Fleet Street  
Baltimore MD 21224

Document Description: Battery, vehicular.

Approved by County Council:

Not to Exceed:

Reason for Modification:

Modified Master Agreement to indicate price increase of 4.4% on East Penn (Deka) products, effective 01/20/17. See updated manufacturer price sheets, provided by Best Battery on 01/17/17.

Extended Description:

Incorporating the Baltimore County Solicitation #B-609 dated 01/04/13, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable. Supercedes Master Agreement #875. Vendor Contact: Bryan P. Jones, phone 410-342-8060, fax: 410-327-1645, Email: bryan@thebestbattery.com.



**E-MAILED**  
1/23/17

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.

**MASTER AGREEMENT**

Document ID: 00002367

Version: 8

Vendor: VC0000010119

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
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2	06012	EACH	\$10.0000	0.0000	\$0.00
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Credit, battery, junk, picked up from jurisdiction storeroom locations, one for one (purchase one/ one turned in as core), as specified.

3	06012	EACH	\$13.5000	0.0000	\$0.00
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Credit, battery, junk, picked up from landfill locations, as specified.

4	06012		\$0.0000	0.0000	\$0.00
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Battery, vehicular, 0% discount off price sheet, as specified. Mfg: Exide and Deka.

Renewal Period No: 1	Renewal Begin Date: 02/01/14	Renewal End Date: 01/31/15
Renewal Period No: 2	Renewal Begin Date: 02/01/15	Renewal End Date: 01/31/16
Renewal Period No: 3	Renewal Begin Date: 02/01/16	Renewal End Date: 01/31/17
Renewal Period No: 4	Renewal Begin Date: 02/01/17	Renewal End Date: 01/31/18

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: Coretta Butler

Director of Budget and Finance  
or Director's designee

Baltimore County, Maryland

By: \_\_\_\_\_

County Administrative Officer

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)



January 17, 2017

Mr. Brian Mohney  
BRCPC  
400 Washington Avenue, Room 148  
Towson, MD 21204

Re: Price Increase on Bid# B-609

Dear Mr. Mohney,

Pursuant to Section 4.3 of Bid Number B-609, Vehicular Batteries, The Best Battery Co., Inc. is notifying BRPC that there will be a 4.4% price increase effective February 1, 2017.

We strive to "hold the line" on our pricing, but the last increase was 03/15/2014 and we have not passed on any increases that we have incurred during this period.

The manufacturer's letter and the new BRCPC Price Sheets are attached.

If there is any additional information needed, please do not hesitate to contact me.

Respectfully

A handwritten signature in black ink that reads 'B. P. Jones'. The signature is written in a cursive, flowing style.

Bryan P. Jones  
Controller

4015 Fleet Street • Baltimore, Maryland 21224  
Local 410-342-8060 • Toll Free 1-800-638-2378 • Fax 410-327-1645

*Quality Power.....Since 1953*



East Penn Manufacturing Co.  
P.O. Box 147, Deka Road, Lyon Station, PA 19536-0147  
Phone: 610.682.6361, Fax: 610.682.4781

[www.dekabatteries.com](http://www.dekabatteries.com)

December 19, 2016

To: BESA Members

Enclosed is your new price sheet effective January 1, 2017 at the LME level of \$103.88 per cwt. Your prices are based on the LME average of November 16, 2016 through December 15, 2016.

Therefore your overall weighted outright price increase will be approximately 4.4%

You will also notice that we have expanded our Value Line offering to include the new VL35. The new Value Line battery has 450 CCA and 70 RC.

East Penn strives to provide you with the highest quality product, honest and competitive ratings, delivered on time, at competitive prices. Thank you for your continued support. You are truly the most important part of our business.

Sincerely,

EAST PENN MANUFACTURING CO., INC.

A handwritten signature in black ink that reads "John P. Blackburn".

John P Blackburn  
Vice President Sales  
Proprietary Brands & Branch Operations  
Automotive Batteries

JPB/ac





**BATTERIES STARTERS ALTERNATORS GENERATORS**  
**CARBURETORS DC MOTORS**  
**4015 Fleet Street Baltimore, Maryland 21224**  
**Local 410-342-8060 Toll Free 1-800-638-2378 Fax 410-327-1645**  
**Quality Power...Since 1953**

IDENTIFICATION					DIMENSION			WARRANTY		02/01/2017 BRCPC
BCI GROUP	BEST PART	CCA	CA	RC	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL	
<b>PASSENGER CAR AND LIGHT COMMERCIAL - 12 VOLT</b>										
22F	22F60	425	540	65	9 3/8	6 3/4	8 3/16	6	42	\$75.47
22NF	22NF	390	450	70	9 3/8	5 7/16	9	6	42	\$68.18
24	2460	525	630	90	10 1/16	6 3/4	9	6	42	\$45.95
24F	24F60	525	630	90	10 1/8	6 3/4	9	6	42	\$45.95
25	2560	525	630	85	9	6 5/8	8 3/4	6	42	\$72.35
26	2660	525	630	80	8 1/8	6 3/4	8 3/16	6	42	\$45.95
26R	26R60	540	635	80	8 1/8	6 7/8	8 3/16	6	42	\$45.95
27	2760	700	850	120	12	6 1/2	9	6	42	\$53.66
27F	27F60	700	850	120	12	6 1/2	9	6	42	\$53.66
34	34HC	770	950	120	10 1/8	6 3/4	8 3/16	6	42	\$75.98
	3460	630	750	100	10 1/8	6 3/4	8 3/16	6	42	\$69.13
34R	34RHC	770	950	120	10 1/8	6 3/4	8 3/16	6	42	\$75.98
35	3560	525	630	85	9	6 5/8	8 3/4	6	42	\$62.84
36R	36R60	650	800	95	10 1/4	7 1/8	7 3/4	6	42	\$74.55
45	4560	495	595	80	9 3/8	5 7/16	9	6	42	\$64.45
50	5060	600	750	108	13 1/2	5	10	6	42	\$96.25
51	5160	450	540	70	9 1/4	4 15/16	8 9/16	6	42	\$72.99
51R	51R60	450	540	70	9 1/4	4 15/16	8 9/16	6	42	\$72.99
55	5560	500	600	75	9 3/8	6 1/16	8 1/2	6	42	\$74.79
56	5660	580	690	90	10 7/16	6 5/16	8 3/8	6	42	\$74.79
58	5860	540	675	80	9 1/4	7 1/8	7	6	42	\$51.89
58R	58R60	580	700	80	9 1/4	7 1/8	7	6	42	\$52.91
59	5960	590	710	100	10 1/16	7 11/16	7 3/4	6	42	\$89.78
62	6260	480	590	80	8 3/4	6 1/4	8 7/8	6	42	\$80.54
64	6460	575	725	110	11 1/2	6 1/4	8 7/8	6	42	\$85.65
65	6560	850	1000	160	12 1/16	7 5/16	7 5/8	6	42	\$62.06
70	7060	525	630	80	8 11/16	7 1/16	7 3/16	6	42	\$41.84
75	75HC	690	900	160	9	7 1/16	7 3/16	6	42	\$58.57
78	78HC	770	960	120	10 3/16	7 1/16	7 3/16	6	42	\$62.94
	7860	630	785	100	10 3/16	7 1/16	7 3/16	6	42	\$42.35
79	7960	880	1000	140	12 1/16	7 1/16	7 3/8	6	42	\$140.11
86	8660	630	785	90	9	6 13/16	8	6	42	\$73.59
100	100-60	770	950	120	10 1/8	7 1/16	7 3/8	6	42	\$148.22
101	101-60	650	810	110	10 1/4	7 1/16	6 11/16	6	42	\$161.15
121R	121R-60	500	600	80	8 1/8	6 7/8	7 3/4	6	42	\$83.87
124R	124R-60	670	810	110	10 1/4	6 7/8	8 3/8	6	42	\$109.40
151R	151R-60	330	440	55	7 1/4	4 15/16	8 3/4	6	42	\$81.46
<b>UNIVERSAL BATTERIES - 12 VOLT</b>										
86/75	DT75HC	630	785	100	9 7/16	6 15/16	8 1/8	6	42	\$49.44
34/78	DT34HC	850	1060	128	10 3/16	7 1/16	8 3/16	6	42	\$63.56
<b>EUROPEAN PASSENGER CAR / LIGHT COMMERCIAL - 12 VOLT</b>										
40R	40R60	590	740	100	11	6 15/16	6 15/16	6	42	\$93.04
41	4160	675	835	105	11 1/4	6 3/4	6 7/8	6	42	\$86.12
42	4260	500	600	70	9 3/8	6 7/8	6 3/4	6	42	\$74.10
47	4760	600	750	85	9 3/4	6 7/8	7 1/2	6	42	\$74.45
48	4860	690	850	110	12	6 7/8	7 5/8	6	42	\$94.90
49	4960	850	1000	140	13 15/16	6 15/16	7 1/2	6	42	\$100.33

IDENTIFICATION					DIMENSION			WARRANTY		02/01/2017 BRPC
BCI GROUP	BEST PART	CCA	CA	RC	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL	
<b>EUROPEAN PASSENGER CAR / LIGHT COMMERCIAL - 12 VOLT</b>										
90	9060	520	650	80	9 9/16	6 15/16	6 15/16	6	42	\$102.50
91	9160	700	850	100	11	6 7/8	6 7/8	6	42	\$120.30
94R	94R60	765	910	135	12 7/16	6 15/16	7 1/2	6	42	\$152.13
95R	95R60	850	1020	190	15 1/2	6 7/8	7 1/2	6	42	\$248.45
96R	96R60	590	710	95	9 5/8	6 7/8	6 7/8	6	42	\$109.05
<b>HEAVY DUTY COMMERCIAL - 12 VOLT</b>										
31	3103	925	1050	180	12 7/8	6 3/4	9 5/16	6	24	\$80.73
	3102	700	840	180	12 7/8	6 3/4	9 5/16	6	24	\$64.44
31P	3103P	925	1050	180	12 7/8	6 3/4	9 5/16	6	24	\$80.73
30H	30H	700	875	160	12 7/8	6 3/4	9 1/2	6	24	\$41.81
4D	4D03	1000	1200	320	20 3/4	8 11/16	10	6	24	\$98.31
4DLT	4DLT	810	970	250	19 7/8	8 1/8	8 1/8	6	24	\$131.57
8D	8DHC	1400	1700	430	20 3/4	10 7/8	10	6	24	\$168.85
	8D03	1300	1560	435	20 3/4	10 7/8	10	6	24	\$112.48
	8DSIDE	1300	1560	435	20 3/4	10 7/8	10	6	24	\$202.53
<b>HEAVY DUTY COMMERCIAL (SPECIAL TRACTOR) - 6 VOLT</b>										
1	103	625	750	160	9	6 3/4	8 3/4	6	24	\$61.18
2	203	625	750	150	10 3/8	7 1/8	9 3/8	6	24	\$70.20
4	403	975	1170	300	12 7/16	6 3/16	9 3/8	6	24	\$85.63
3EH	3EH	850	1020	280	19 1/4	4 1/4	9 7/8	6	24	\$94.54
4EH	4EH	930	1110	300	19 1/4	5	9 7/8	6	24	\$107.04
<b>SPECIAL TRACTOR - 12 VOLT</b>										
3EE	3EE	370	440	100	19 3/8	4 3/8	8 7/8	6	24	\$94.90
3ET	3ET	460	550	120	19 3/16	4 3/16	9 11/16	6	24	\$108.47
<b>LAWN &amp; GARDEN - 12 VOLT</b>										
U1	U1L350	350	410	40	7 11/16	5 1/8	7 1/4	6	42	\$57.71
	U1HC	300	365	35	7 11/16	5 1/8	7 1/4	6	42	\$35.62
	U19	230	275	25	7 11/16	5 1/8	7 1/4	6	42	\$25.79
U1R	U1RHC	300	365	35	7 11/16	5 1/8	7 1/4	6	42	\$35.62
	U1R9	230	275	25	7 11/16	5 1/8	7 1/4	6	42	\$25.79
<b>MARINE STARTING - 12 VOLT</b>										
24M	24MHC	800	1000	115	10 1/8	6 3/4	9 1/8	6	42	\$67.70
	24M3	550	650	90	10 1/8	6 3/4	9 1/8	6	42	\$44.01
27M	27M	650	810	175	12 3/4	6 5/8	9 1/4	6	42	\$44.01
31M	31M	700	875	205	12 7/8	6 3/4	9 1/4	6	42	\$85.73
BCI GROUP	BEST PART	CCA	RC	AH 20HR	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL	
<b>MARINE DEEP CYCLE - 12 VOLT</b>										
24M	24DC	550	140	65	11	6 5/8	9 1/4	6	42	\$44.01
27M	27DC	650	175	80	12 3/4	6 5/8	9 1/4	6	42	\$44.01
31M	31DC	700	205	100	12 7/8	6 3/4	9 1/4	6	42	\$85.73

Dimensions are measured to the top of the terminal. Specifications, performance ratings and pricing are subject to change without notice.

Junk Credits quoted are at 38 cent scrap lead effective 01/01/2013

**\*\*This is an Unique Price Sheet For BRPC with discounts already applied, therefore the discount value is zero**