

MASTER AGREEMENT



Document ID: 00002367 Fiscal Year: 2015
Version: 5 Modification
Buyer: Brian Mohnney *Bm*
Buyer Phone: 410-887-2496
Effective Date: 02/01/13 Expiration Date: 01/31/16
Date Printed: January 16, 2015

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 exercise the second of four one-year renewal options from 02/01/15 to 01/31/16. 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:

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.

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.

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, 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: Deborah Smearon
 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)

MASTER AGREEMENT



Document ID: 00002367

Fiscal Year: 2014

Version: 4 Modification

Buyer: Brian Molney *B.M.*

Buyer Phone: 410-887-2496

Effective Date: 02/01/13

Expiration Date: 01/31/15

Date Printed: February 18, 2014

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance

Vendor VC0000010119 Phone: 410-342-8060
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 1.98% on Exide products, effective 3/15/14. See updated manufacturer price sheets, provided by Best Battery on 02/14/14.

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.

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Batteries Mkt 4.

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount						
2	06012	EACH	\$10.0000	0.0000	\$0.0000						
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	\$0.0000						
Credit, battery, junk, picked up from landfill locations, as specified.											
4	06012		\$0.0000	0.0000	\$0.0000						
Battery, vehicular, 0% discount off price sheet, as specified. Mfg: Exide and Deka.											
<table border="0"> <tr> <td>Renewal Period No:</td> <td>1</td> <td>Renewal Begin Date:</td> <td>02/01/14</td> <td>Renewal End Date:</td> <td>01/31/15</td> </tr> </table>						Renewal Period No:	1	Renewal Begin Date:	02/01/14	Renewal End Date:	01/31/15
Renewal Period No:	1	Renewal Begin Date:	02/01/14	Renewal End Date:	01/31/15						
<table border="0"> <tr> <td>Renewal Period No:</td> <td>2</td> <td>Renewal Begin Date:</td> <td>02/01/15</td> <td>Renewal End Date:</td> <td>01/31/16</td> </tr> </table>						Renewal Period No:	2	Renewal Begin Date:	02/01/15	Renewal End Date:	01/31/16
Renewal Period No:	2	Renewal Begin Date:	02/01/15	Renewal End Date:	01/31/16						
<table border="0"> <tr> <td>Renewal Period No:</td> <td>3</td> <td>Renewal Begin Date:</td> <td>02/01/16</td> <td>Renewal End Date:</td> <td>01/31/17</td> </tr> </table>						Renewal Period No:	3	Renewal Begin Date:	02/01/16	Renewal End Date:	01/31/17
Renewal Period No:	3	Renewal Begin Date:	02/01/16	Renewal End Date:	01/31/17						
<table border="0"> <tr> <td>Renewal Period No:</td> <td>4</td> <td>Renewal Begin Date:</td> <td>02/01/17</td> <td>Renewal End Date:</td> <td>01/31/18</td> </tr> </table>						Renewal Period No:	4	Renewal Begin Date:	02/01/17	Renewal End Date:	01/31/18
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 3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
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 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: Deborah Meador
 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)



February 14, 2014

BRCPC
400 Washington Avenue, Room 148
Towson, MD 21204

Re: Price Increase on Bid#B-609

Dear Mr. Mohny,

Pursuant to Section 4.3 of Bid Number B-609, Vehicular Batteries, The Best Battery Co., Inc. is notifying BRCPC that there will be a 1.98% price increase effective March 15, 2014.

The manufacturer's letter and the new price sheets are attached.

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

Respectfully,

Bryan P. Jones
Controller/Secretary

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

Quality Power....Since 1953



December 31, 2013

Dear Exide Battery Specialist Customer,

As you may be aware, throughout 2013 material, distribution and general economic increases have continued. We are now at a point where it is necessary to offset a portion of this cost pressure with a modest price adjustment. Please be informed that as of February 1, 2014, our price schedule will be adjusted by a 1.98% weighted increase. Our new Battery Specialist Price schedule, reflecting these changes, will be made available to you via a separate mailing.

Exide has a commitment to provide you, our customer, with continuous product improvements and support to meet your business needs. We recently completed a thorough internal and external product evaluation of our Heavy Duty 31XHCD Extreme Cyclor. We identified areas of improvement and implemented a robust redesign that includes an optimized positive grid to improve current carrying efficiency and a reconfigured element which adjusts the Reserve Capacity Rating to 195 minutes, allowing a more balanced design for improved cycle ability. The redesigned 31XHCD Extreme Cyclor will be available February 1, 2014.

Redesigned: Exide Extreme Cyclor

- Battery Ratings: 700 CCA/195RC/100Ah
- 15% improvement in electrolyte / lead ratio for added protection and deep discharge acceptance capability
- Increase in overall energy throughput = longer usable life
- New optimized grid design for improved carrying efficiency
- More consistent cycle life
- Quicker recharges

We continue to focus on innovation through the expansion of our AGM product line and are pleased to offer a new Marine Exide Edge AGM Group 24 Starting battery coming in spring 2014. The Edge Marine battery features strong starting power and cycling capabilities that are ideal for continued key-on / key-off activity on the water. As with our Automotive Edge AGM product, the Marine Starting battery offers our exclusive SureLife® Graphite Technology which retains initial capacity longer for lasting energy capacity.

Thank you for your support this past year. We believe that we have positive momentum that will carry forward into the New Year and beyond, affording you, our partner, even more growth and profit opportunities.

Sincerely,

John Russo
Director - Battery Specialist Channel
Exide Technologies

Confidential



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		03/15/2014 BRCPC
BCI GROUP	BEST PART	CCA	CA	RC	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL	
PASSENGER CAR AND LIGHT COMMERCIAL - 12 VOLT										
22F	22F60	425	540	65	9 3/8	6 3/4	8 3/16	6	42	\$72.29
22NF	22NF	390	450	70	9 3/8	5 7/16	9	6	42	\$65.31
24	2460	525	630	90	10 1/16	6 3/4	9	6	42	\$44.01
24F	24F60	525	630	90	10 1/8	6 3/4	9	6	42	\$44.01
25	2560	525	630	85	9	6 5/8	8 3/4	6	42	\$69.31
26	2660	525	630	80	8 1/8	6 3/4	8 3/16	6	42	\$44.01
26R	26R60	540	635	80	8 1/8	6 7/8	8 3/16	6	42	\$44.01
27	2760	700	850	120	12	6 1/2	9	6	42	\$51.40
27F	27F60	700	850	120	12	6 1/2	9	6	42	\$51.40
34	34HC	770	950	120	10 1/8	6 3/4	8 3/16	6	42	\$72.78
	3460	630	750	100	10 1/8	6 3/4	8 3/16	6	42	\$66.21
34R	34RHC	770	950	120	10 1/8	6 3/4	8 3/16	6	42	\$72.78
35	3560	525	630	85	9	6 5/8	8 3/4	6	42	\$60.19
36R	36R60	650	800	95	10 1/4	7 1/8	7 3/4	6	42	\$71.41
45	4560	495	595	80	9 3/8	5 7/16	9	6	42	\$61.73
50	5060	600	750	108	13 1/2	5	10	6	42	\$92.20
51	5160	450	540	70	9 1/4	4 15/16	8 9/16	6	42	\$69.91
51R	51R60	450	540	70	9 1/4	4 15/16	8 9/16	6	42	\$69.91
55	5560	500	600	75	9 3/8	6 1/16	8 1/2	6	42	\$71.64
56	5660	580	690	90	10 7/16	6 5/16	8 3/8	6	42	\$71.64
58	5860	540	675	80	9 1/4	7 1/8	7	6	42	\$49.70
58R	58R60	580	700	80	9 1/4	7 1/8	7	6	42	\$50.68
59	5960	590	710	100	10 1/16	7 11/16	7 3/4	6	42	\$86.00
62	6260	480	590	80	8 3/4	6 1/4	8 7/8	6	42	\$77.15
64	6460	575	725	110	11 1/2	6 1/4	8 7/8	6	42	\$82.04
65	6560	850	1000	160	12 1/16	7 5/16	7 5/8	6	42	\$59.45
70	7060	525	630	80	8 11/16	7 1/16	7 3/16	6	42	\$40.08
75	75HC	690	900	160	9	7 1/16	7 3/16	6	42	\$56.10
78	78HC	770	960	120	10 3/16	7 1/16	7 3/16	6	42	\$60.29
	7860	630	785	100	10 3/16	7 1/16	7 3/16	6	42	\$40.57
79	7960	880	1000	140	12 1/16	7 1/16	7 3/8	6	42	\$134.20
86	8660	630	785	90	9	6 13/16	8	6	42	\$70.49
100	100-60	770	950	120	10 1/8	7 1/16	7 3/8	6	42	\$141.98
101	101-60	650	810	110	10 1/4	7 1/16	6 11/16	6	42	\$154.36
121R	121R-60	500	600	80	8 1/8	6 7/8	7 3/4	6	42	\$80.33
124R	124R-60	670	810	110	10 1/4	6 7/8	8 3/8	6	42	\$104.79
151R	151R-60	330	440	55	7 1/4	4 15/16	8 3/4	6	42	\$78.03
UNIVERSAL BATTERIES - 12 VOLT										
86/75	DT75HC	630	785	100	9 7/16	6 15/16	8 1/8	6	42	\$47.36
34/78	DT34HC	850	1060	128	10 3/16	7 1/16	8 3/16	6	42	\$60.88
EUROPEAN PASSENGER CAR / LIGHT COMMERCIAL - 12 VOLT										
40R	40R60	590	740	100	11	6 15/16	6 15/16	6	42	\$89.12
41	4160	675	835	105	11 1/4	6 3/4	6 7/8	6	42	\$82.49
42	4260	500	600	70	9 3/8	6 7/8	6 3/4	6	42	\$70.98
47	4760	600	750	85	9 3/4	6 7/8	7 1/2	6	42	\$71.32
48	4860	690	850	110	12	6 7/8	7 5/8	6	42	\$90.90
49	4960	850	1000	140	13 15/16	6 15/16	7 1/2	6	42	\$96.10

IDENTIFICATION					DIMENSION			WARRANTY		03/15/2014 BRCP
BCI GROUP	BEST PART	CCA	CA	RC	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL	
EUROPEAN PASSENGER CAR / LIGHT COMMERCIAL - 12 VOLT										
90	9060	520	650	80	9 9/16	6 15/16	6 15/16	6	42	\$98.18
91	9160	700	850	100	11	6 7/8	6 7/8	6	42	\$115.23
94R	94R60	765	910	135	12 7/16	6 15/16	7 1/2	6	42	\$145.72
95R	95R60	850	1020	190	15 1/2	6 7/8	7 1/2	6	42	\$237.98
96R	96R60	590	710	95	9 5/8	6 7/8	6 7/8	6	42	\$104.45
HEAVY DUTY COMMERCIAL - 12 VOLT										
	3103	925	1050	180	12 7/8	6 3/4	9 5/16	6	24	\$77.33
	3102	700	840	180	12 7/8	6 3/4	9 5/16	6	24	\$61.73
	3103P	925	1050	180	12 7/8	6 3/4	9 5/16	6	24	\$77.33
	30H	700	875	160	12 7/8	6 3/4	9 1/2	6	24	\$40.05
4D	4D03	1000	1200	320	20 3/4	8 11/16	10	6	24	\$94.17
4DLT	4DLT	810	970	250	19 7/8	8 1/8	8 1/8	6	24	\$126.03
	8DHC	1400	1700	430	20 3/4	10 7/8	10	6	24	\$161.73
8D	8D03	1300	1560	435	20 3/4	10 7/8	10	6	24	\$107.74
	8DSIDE	1300	1560	435	20 3/4	10 7/8	10	6	24	\$193.99
HEAVY DUTY COMMERCIAL (SPECIAL TRACTOR) - 6 VOLT										
1	103	625	750	160	9	6 3/4	8 3/4	6	24	\$58.60
2	203	625	750	150	10 3/8	7 1/8	9 3/8	6	24	\$67.25
4	403	975	1170	300	12 7/16	6 3/16	9 3/8	6	24	\$82.02
3EH	3EH	850	1020	280	19 1/4	4 1/4	9 7/8	6	24	\$90.56
4EH	4EH	930	1110	300	19 1/4	5	9 7/8	6	24	\$102.53
SPECIAL TRACTOR - 12 VOLT										
3EE	3EE	370	440	100	19 3/8	4 3/8	8 7/8	6	24	\$90.90
3ET	3ET	460	550	120	19 3/16	4 3/16	9 11/16	6	24	\$103.90
LAWN & GARDEN - 12 VOLT										
	U1L350	350	410	40	7 11/16	5 1/8	7 1/4	6	42	\$55.28
U1	U1HC	300	365	35	7 11/16	5 1/8	7 1/4	6	42	\$34.12
	U19	230	275	25	7 11/16	5 1/8	7 1/4	6	42	\$24.70
	U1RHC	300	365	35	7 11/16	5 1/8	7 1/4	6	42	\$34.12
U1R	U1R9	230	275	25	7 11/16	5 1/8	7 1/4	6	42	\$24.70
MARINE STARTING - 12 VOLT										
24M	24MHC	800	1000	115	10 1/8	6 3/4	9 1/8	6	42	\$64.85
	24M3	550	650	90	10 1/8	6 3/4	9 1/8	6	42	\$42.16
27M	27M	650	810	175	12 3/4	6 5/8	9 1/4	6	42	\$42.16
31M	31M	700	875	205	12 7/8	6 3/4	9 1/4	6	42	\$82.11
BCI GROUP	BEST PART	CCA	RC	AH 20HR	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL	
MARINE DEEP CYCLE - 12 VOLT										
24M	24DC	550	140	65	11	6 5/8	9 1/4	6	42	\$42.16
27M	27DC	650	175	80	12 3/4	6 5/8	9 1/4	6	42	\$42.16
31M	31DC	700	205	100	12 7/8	6 3/4	9 1/4	6	42	\$82.11

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 BRCP with discounts already applied, therefore the discount value is zero.**

MASTER AGREEMENT



Document ID: 00002367

Fiscal Year: 2014

Version: 3 Modification

Buyer: Brian Mohney *BMM*

Buyer Phone: 410-887-2496

Effective Date: 02/01/13

Expiration Date: 01/31/15

Date Printed: December 27, 2013

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance

Vendor VC0000010119 Phone: 410-342-8060
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 exercise the first of four one-year renewal options from 02/01/2014 to 01/31/2015. 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

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. Supersedes Master Agreement #875. Vendor Contact: Bryan P. Jones, phone 410-342-8060, fax: 410-327-1645, Email: bryan@thebestbattery.com.

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.

PURCHASING

Barton E+3

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
2	06012	EACH	\$10.0000	0.0000	\$0.0000
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	\$0.0000
Credit, battery, junk, picked up from landfill locations, as specified.					
4	06012		\$0.0000	0.0000	\$0.0000
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, 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: Thomas H. Stevenson
 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)



July 19, 2013

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 BRCPC that there will be a 2% price increase effective August 1, 2013.

The manufacturer's letter and the new price sheets are attached.

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

I will be out of the office from July 22nd to July 30th. Please contact Rosanna Corbin with any questions or requests for additional information during this time period. Rosanna's email is: rosanna@thebestbattery.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'B. P. Jones', written over a faint, larger version of the same signature.

Bryan P. Jones
Controller/Secretary

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

Quality Power... Since 1953

A handwritten signature in black ink, appearing to read 'Bryan P. Jones', written in a cursive style.



May 1st, 2013

Dear Exide Customer

As you may be aware, throughout 2012 and into 2013 material and distribution costs have continued to increase. We are now at a point where it is necessary to offset a portion of this cost pressure with a modest price adjustment. Please be informed that as of July 1st, 2013 our price schedule will increase by +2%. It is important to note that the majority of our numbers will be adjusted +2%, however we will do a complete line review and determine if we have to modify certain part numbers more/ less in order to stay strategic within the marketplace. As previously mentioned all changes will equate to a +2% increase.

Our new Battery Specialist price schedule, reflecting these changes, will be made available to you via a separate mailing within in the next 30 days

Exide is committed to providing you, our valued customer, with the most extensive coverage of battery products in our industry. Furthermore, Exide continues to help you grow your business with the following new products and changes:

Exide® Vortex™ Spiral Wound AGM

We are excited to formally launch our new Exide® Vortex™ spiral wound AGM battery line. We have already begun shipping our Vortex Marine products and will commence soft launch of the Automotive line beginning May 15, 2013. The Vortex Automotive line features a 48 month free replacement, along with a free 48 month jump start assistance program. Vortex is proudly made in the USA in a state-of-the-art manufacturing facility in Bristol, Tennessee

Exide® Pure Lead Flat Plate AGM

We are pleased to announce the branding transition of the NorthStar product to "Exide Pure Lead AGM". This transition will happen as we move through existing inventories.

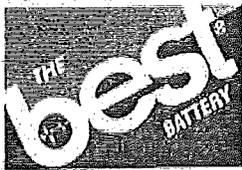
This change, along with the Edge and Vortex lines position all AGM products under the Exide brand, clearly giving Exide the broadest and most comprehensive direct fit AGM program.

As your category leader, we will continue to provide quality products supported by powerful brands, innovative marketing, promotional support, and backed by the most comprehensive Customer Service Network and Sales Support Team in the industry

Very truly yours

John Russo
Director – Battery Specialist Channel
Exide Technologies

Confidential



BATTERIES STARTERS ALTERNATORS GENERATORS
CARBURETORS DC MOTORS
 4015 Fleet Street Baltimore, Maryland 21224
 Local 410-342-8868 Toll Free 1-800-638-2378 Fax 410-327-1645
Quality Power...Since 1953

IDENTIFICATION					DIMENSION			WARRANTY		08/01/2013 BRCCP
BCI GROUP	BEST PART	CCA	CA	RC	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL	
PASSENGER CAR AND LIGHT COMMERCIAL - 12 VOLT										
22F	22F60	425	540	65	9 3/8	6 3/4	8 3/16	6	42	\$70.89
22NF	22NF	390	450	70	9 3/8	5 7/16	9	6	42	\$64.04
24	2460	525	630	90	10 1/16	6 3/4	9	6	42	\$43.16
24F	24F60	525	630	90	10 1/8	6 3/4	9	6	42	\$43.16
25	2560	525	630	85	9	6 5/8	8 3/4	6	42	\$67.96
26	2660	525	630	80	8 1/8	6 3/4	8 3/16	6	42	\$43.16
26R	26R60	540	635	80	8 1/8	6 7/8	8 3/16	6	42	\$43.16
27	2760	700	850	120	12	6 1/2	9	6	42	\$50.40
27F	27F60	700	850	120	12	6 1/2	9	6	42	\$50.40
34	34HC	770	950	120	10 1/8	6 3/4	8 3/16	6	42	\$71.37
	3460	630	750	100	10 1/8	6 3/4	8 3/16	6	42	\$64.93
34R	34RHC	770	950	120	10 1/8	6 3/4	8 3/16	6	42	\$71.37
35	3560	525	630	85	9	6 5/8	8 3/4	6	42	\$59.03
36R	36R60	650	800	95	10 1/4	7 1/8	7 3/4	6	42	\$70.02
45	4560	495	595	80	9 3/8	5 7/16	9	6	42	\$60.53
50	5060	600	750	108	13 1/2	5	10	6	42	\$90.41
51	5160	450	540	70	9 1/4	4 15/16	8 9/16	6	42	\$68.55
51R	51R60	450	540	70	9 1/4	4 15/16	8 9/16	6	42	\$68.55
55	5560	500	600	75	9 3/8	6 1/16	8 1/2	6	42	\$70.25
56	5660	580	690	90	10 7/16	6 5/16	8 3/8	6	42	\$70.25
58	5860	540	675	80	9 1/4	7 1/8	7	6	42	\$48.74
58R	58R60	580	700	80	9 1/4	7 1/8	7	6	42	\$49.69
59	5960	590	710	100	10 1/16	7 11/16	7 3/4	6	42	\$84.31
62	6260	480	590	80	8 3/4	6 1/4	8 7/8	6	42	\$75.65
64	6460	575	725	110	11 1/2	6 1/4	8 7/8	6	42	\$80.45
65	6560	850	1000	160	12 1/16	7 5/16	7 5/8	6	42	\$58.29
75	75HC	690	900	160	9	7 1/16	7 3/16	6	42	\$39.30
	7560	630	785	90	9	7 1/16	7 3/16	6	42	\$55.01
78	78HC	770	960	120	10 3/16	7 1/16	7 3/16	6	42	\$59.12
	7860	630	785	100	10 3/16	7 1/16	7 3/16	6	42	\$39.78
79	7960	880	1000	140	12 1/16	7 1/16	7 3/8	6	42	\$131.60
86	8660	630	785	90	9	6 13/16	8	6	42	\$69.12
100	100-60	770	950	120	10 1/8	7 1/16	7 3/8	6	42	\$139.22
101	101-60	650	810	110	10 1/4	7 1/16	6 11/16	6	42	\$151.36
121R	121R-60	500	600	80	8 1/8	6 7/8	7 3/4	6	42	\$78.77
124R	124R-60	670	810	110	10 1/4	6 7/8	8 3/8	6	42	\$102.76
151R	151R-60	330	440	55	7 1/4	4 15/16	8 3/4	6	42	\$76.51
UNIVERSAL BATTERIES - 12 VOLT										
86/75	DT26HC	630	785	100	9 7/16	6 15/16	8 1/8	6	42	\$46.44
34/78	DT34HC	850	1060	128	10 3/16	7 1/16	8 3/16	6	42	\$59.70
EUROPEAN PASSENGER CAR / LIGHT COMMERCIAL - 12 VOLT										
40R	40R60	590	740	100	11	6 15/16	6 15/16	6	42	\$87.39
41	4160	675	835	105	11 1/4	6 3/4	6 7/8	6	42	\$80.89
42	4260	500	600	70	9 3/8	6 7/8	6 3/4	6	42	\$69.60
47	4760	600	750	85	9 3/4	6 7/8	7 1/2	6	42	\$69.93
48	4860	690	850	110	12	6 7/8	7 5/8	6	42	\$89.14

IDENTIFICATION					DIMENSION			WARRANTY			06/01/2013 BRPC
BCI GROUP	BEST PART	CCA	CA	RC	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL		
49	4960	850	1000	140	13 15/16	6 15/16	7 1/2	6	42	\$94.23	
EUROPEAN PASSENGER CAR / LIGHT COMMERCIAL - 12 VOLT											
90	9060	520	650	80	9 9/16	6 15/16	6 15/16	6	60	\$96.27	
91	9160	700	850	100	11	6 7/8	6 7/8	6	42	\$112.99	
94R	94R60	765	910	135	12 7/16	6 15/16	7 1/2	6	42	\$142.89	
95R	95R60	850	1020	190	15 1/2	6 7/8	7 1/2	6	42	\$233.36	
96R	96R60	590	710	95	9 5/8	6 7/8	6 7/8	6	42	\$102.43	
HEAVY DUTY COMMERCIAL - 12 VOLT											
	3103	925	1050	180	12 7/8	6 3/4	9 5/16	6	42	\$75.83	
	3102	700	840	180	12 7/8	6 3/4	9 5/16	6	42	\$60.53	
	3103P	925	1050	180	12 7/8	6 3/4	9 5/16	6	42	\$75.83	
	30H	700	875	160	12 7/8	6 3/4	9 1/2	6	42	\$39.27	
4D	4D03	1000	1200	320	20 3/4	8 11/16	10	6	42	\$92.34	
4DLT	4DLT	810	970	250	19 7/8	8 1/8	8 1/8	6	42	\$123.58	
	8DHC	1400	1700	430	20 3/4	10 7/8	10	6	42	\$158.59	
8D	8D03	1300	1560	435	20 3/4	10 7/8	10	6	42	\$105.65	
	8DSIDE	1300	1560	435	20 3/4	10 7/8	10	6	42	\$190.23	
HEAVY DUTY COMMERCIAL (SPECIAL TRACTOR) - 6 VOLT											
1	103	625	750	160	9	6 3/4	8 3/4	6	42	\$57.47	
2	203	625	750	150	10 3/8	7 1/8	9 3/8	6	42	\$65.94	
4	403	975	1170	300	12 7/16	6 3/16	9 3/8	6	42	\$80.43	
3EH	3EH	850	1020	280	19 1/4	4 1/4	9 7/8	6	42	\$88.80	
4EH	4EH	930	1110	300	19 1/4	5	9 7/8	6	42	\$100.53	
SPECIAL TRACTOR - 12 VOLT											
	3EE	370	440	100	19 3/8	4 3/8	8 7/8	6	42	\$89.14	
	3ET	460	550	120	19 3/16	4 3/16	9 11/16	6	42	\$101.88	
LAWN & GARDEN - 12 VOLT											
U1	U1L350	300	365	35	7 11/16	5 1/8	7 1/4	6	42	\$54.20	
	U1HC	300	365	35	7 11/16	5 1/8	7 1/4	6	42	\$33.46	
	U19	230	275	25	7 11/16	5 1/8	7 1/4	6	42	\$24.23	
U1R	U1RHC	300	365	35	7 11/16	5 1/8	7 1/4	6	42	\$33.46	
	U1R9	230	275	25	7 11/16	5 1/8	7 1/4	6	42	\$24.23	
MARINE STARTING - 12 VOLT											
24M	24MHC	800	1000	115	10 1/8	6 3/4	9 1/8	6	42	\$63.59	
	24M3	550	650	90	10 1/8	6 3/4	9 1/8	6	42	\$41.34	
27M	27M	650	810	175	12 3/4	6 5/8	9 1/4	6	42	\$41.34	
31M	31M	700	875	205	12 7/8	6 3/4	9 1/4	6	42	\$80.52	
BCI GROUP	BEST PART	CCA	RC	AH 20HR	LENGTH (in)	WIDTH (in)	HEIGHT (in)	FREE	TOTAL		
MARINE DEEP CYCLE - 12 VOLT											
24M	24DC	550	140	65	11	6 5/8	9 1/4	6	42	\$41.34	
27M	27DC	650	175	80	12 3/4	6 5/8	9 1/4	6	42	\$41.34	
31M	31DC	700	205	100	12 7/8	6 3/4	9 1/4	6	42	\$80.52	

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

This is an Unique Price Sheet for BRPC with discounts already applied, therefore the discount value is zero.

Automotive batteries used in a commercial application have 1/2 the total warranty. Pricing quoted in exchange.

MASTER AGREEMENT



Document ID: 00002367

Fiscal Year: 2013

Version: 1 New

Buyer: Brian Mohney *BMM*

Buyer Phone: 410-887-2496

Effective Date: 02/01/13

Expiration Date: 01/31/14

Date Printed: January 14, 2013

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance

Vendor VC0000010119 Phone: 410-342-8060
Best Battery Co Inc
4015 Fleet Street
Baltimore MD 21224

Document Description: Battery, vehicular.

Approved by County Council:

Not to Exceed:

Reason for Modification:

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.

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.

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	06012	EACH	\$0.0000	0.0000	\$0.0000
Battery, vehicular, 0% discount off price sheet, as specified. Mfg: Exide and Deka.					
2	06012	EACH	\$10.0000	0.0000	\$0.0000
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	\$0.0000
Credit, battery, junk, picked up from landfill locations, as specified..					
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, 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. 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.
 12. 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.
 13. 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.
 14. 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.
 15. 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.
 16. 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.
 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 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.
18. 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.
 19. 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: Deborah Smeckan
 Director of Budget and Finance
 or Director's designee

Baltimore County, Maryland

By: [Signature]
 County Administrative Officer 23828

Reviewed for Legal Sufficiency
 (based upon typeset document)

By: [Signature]
 Baltimore County Office of Law 23828
 (approval does not convey approval or disapproval of substantive nature of the transaction)