MASTER AGREEMENT

Baltimore County, Maryland
Office of Budget and Finance

Document ID: 00003781
Version: 3 Modification
Buyer: Brian Mohney
Buyer Phone: 410-887-3243
Effective Date: 02/01/18
Expiration Date: 01/31/20
Date Printed: December 04, 2018

Vendor: VC005238
P & H Auto Electric Inc
7990-92 E Baltimore St
Baltimore, MD 212240-589

Document Description: Vehicular Batteries, as specified.

Contract Approved Date: 

Not to Exceed: 

Current Renewal Period: 1

Reason for Modification:
Modified Master Agreement to exercise the first of four one-year renewal options from 02/01/19 to 01/31/20. 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-1207 dated 12/01/17, as amended by Amendment 1 dated 11/24/17, and Amendment 2 dated 11/28/17, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable. Pursuant to Request for Bid, three (3) total awards are being made to a Primary, Secondary, and Tertiary Contractor. Vendor named on this Master Agreement is awarded as the Tertiary Contractor for Vehicular Batteries. Vendor Contact: Matthew Hatfield, 410-282-1830 or mhatfield.pha@gmail.com. Delivery: 1 day ARO

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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<th>Unit Price</th>
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Battery, Vehicular, BCI Group U1L, 230 CCA, Exide, as specified.
Battery, Vehicular, BCI Group U1L, 300 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 4D, 800 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 4D, 1,000 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 8D, 1,200 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 8D, 1,300 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 24/24F, 550 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 26, 550 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 27/27F, 715 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 27DC, 105 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 30, 625 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 31, 950 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 34/78, 700 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 47, 590 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 58R, 580 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 58, 560 CCA, Exide, as specified.
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Battery, Vehicular, BCI Group 65, 850 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 70, 525 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 74, 555 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 75, 650 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 75DT, 650 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 78, 690 CCA, Exide, as specified.
Battery, Vehicular, BCI Group 78, 770 CCA, Exide, as specified.
Battery, Credit, Junk Batteries, Picked up from Storeroom, as specified.
Battery, Credit, Junk Batteries, Picked up from Landfill Locations, as specified.
Battery, Vehicular, 0% Discount, Exide and Crown, Blanket Encumbrance, for line items listed on this Agreement.
Battery, Vehicular, BCI Group 27, 650 CCA, Deka Model DP27, as specified.

Renewal Period No: 1  Renewal Begin Date: 02/01/19  Renewal End Date: 01/31/20
Renewal Period No: 2  Renewal Begin Date: 02/01/20  Renewal End Date: 01/31/21
Renewal Period No: 3  Renewal Begin Date: 02/01/21  Renewal End Date: 01/31/22
Renewal Period No: 4  Renewal Begin Date: 02/01/22  Renewal End Date: 01/31/23
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. Any taxes not included in the price quoted and written in the written notice of purchase will 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 and 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 or otherwise, in connection with the making of this agreement. If any such claim, or demand shall arise, the contractor shall indemnify and 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, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.

11. Any litigation arising out of or relating in any way to this agreement or the performance hereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. In the event that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance hereunder, such an action shall be brought only in a court of competent jurisdiction in the County of Baltimore, 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 with 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 of Service: The County may terminate this agreement, in whole or in part, without cause, by providing written notice to the Contractor. In the event of termination, the Contractor shall provide the County in writing of the termination date and of work to be performed during the final days prior to termination. The Contractor shall not be paid for all reasonable costs incurred by the County up to the date of termination. If any claim is made by the Contractor, written notice of termination shall not prejudice the County’s right to contest it. The Contractor shall not be reimbursed for any anticipated profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

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 un disbursed funds, and 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 proceeding, whether for specific performance or any remedy, term or condition set forth in the contract, or for damages or other relief, or to proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the Contractor 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, as determined by the County in its sole discretion. If the damages exceed the undisbursed funds 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 by any third party arising from any act committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall 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 incurred against the County, its employees, agents and officials by any third party arising from any act committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall be responsible for acts of gross negligence or willful misconduct committed by the County.

Director of Budget and Finance
or Director’s designee

Reviewed and Approved

By:

Director of Budget and Finance
or Director’s designee

Reviewd 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)

Baltimore County, Maryland

By:

County Administrative Office