

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>	 <b>DENVER</b> <small>THE MILE HIGH CITY</small>	Master Purchase Order No		0210A0111		
City & County of Denver		Date:	May 12 <sup>th</sup> , 2015	Revision No.	1	
Purchasing Division		Payment Terms	Net 30			
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION			
Denver, CO 80202		Ship Via	Delivery			
United States		Buyer	John Davies			
Phone 720-913-8100 Fax: 720-913-8101		Phone	720-913-8151			

Vendor: NAPA GENUINE      Phone: 303-289-5768      Fax: 303-289-6037  
 PARTS CO.

NAPA Genuine Parts Co.  
 2101 Highway 224  
 Denver, CO  
 80229  
 Attn: Glenn Schwoegler  
 VID-0000015060  
 gschwoegler@gmail.com

Ship To: Various City Agencies

Bill To: Accounts Payable  
 201 West Colfax Dept. 908  
 Denver, CO 80202  
 OR As Required by Agency

**1. Goods/Services:**

NAPA Genuine Parts, Co., a Corporation in the State of Colorado, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

**2. Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

**3. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

**4. Term, Extension or Renewal:**

The effective period of this agreement shall be from Date of City Signature to and including 4/30/2016. No extensions are available.

**5. Non-Exclusive:**

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

**6. Inspection and Acceptance:**

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

**7. Shipping, Taxes and Other Credits and Charges:**

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**8. Risk of Loss:**

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

**9. Invoice:**

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of six hundred thousand dollars (\$600,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in Exhibit A are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

**11. Amendments/Changes:**

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**14. Termination:**

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive

Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries.

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**21. Severability:**

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

**23. No Construction Against Drafting Party:**

No provision of this Master Purchase Order shall be construed against the drafter.

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

**25. Records and Audits:**

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. No Employment of Illegal Aliens to Perform Work Under The Agreement:**

- a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
  - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- c. The Contractor also agrees and represents that:
  - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
  - (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or

subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.


- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: NAPA Genuine Parts Co.  
(Company Name)

By:   
(Authorized Signature)

Print Name: TONY RALSTON

Title: DISTRICT SALES MANAGER

Date: 5/13/2015

By: 

Print Name: John Davies, CPPB

Title: Associate Buyer

Date: 05/13/2015

EXHIBIT "A"

Vendor: NAPA Genuine Parts Co.

Title: Automotive Batteries-City and County of Denver

Master Purchase Order No.: 0210A0111

---

**Please continue to refer to individual Purchase Order Numbers in all correspondence, invoicing, billing or other communications (example: PWTRN-00000xxxxx).**

Description of the goods, and services related thereto, being purchased and pricing:

**A.1 F.O.B. POINT:**

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to various City Agencies and their facilities.

**A.2 DELIVERY CONSIDERATIONS:**

The successful vendor will be required to maintain adequate local inventories to cover normal usage by agencies of the City. Delivery of any items ordered under this proposal shall be made within established agency requested lead-time and / or less than three business days (M-F) from the time the order is placed.

All deliveries are to be made during the requested business hours of each agency.

**A.3 WARRANTY GUARANTEE:**

See Attached Exhibit A from 2011 Solicitation

**A.4 AIRPORT SECURITY:**

It is requirement of the subsequent Contract that the accepted Vendor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security.

**A.5 EMERGENCY PURCHASES:**

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

**A.6 PALLETS:**

All pallets are to be reusable, vendor is responsible rotating and reusing pallets to the furthest extent possible.

#### **A.7 ORDERING METHODOLOGY:**

Note: The City has implemented a new ordering system for specific items and/or commodity categories. For all agencies except Denver International Airport, the awarded vendor will be required to accept only individual battery Purchase Orders generated by the City ERP System (Peoplesoft®); they will not be allowed to sell batteries via Credit Card (P-Card) or Blanket Purchase Order to City agencies without prior specific authorization of a Buyer from the General Services Purchasing Division.

Exception: Awarded vendor is to accommodate specific Denver International Airport (DIA) ordering guidelines/ methodologies.

#### **A.8 COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

#### **A.9 INITIAL YEAR PRICING**

All proposed 'Final City Prices' for specific batteries indicated in Exhibit B shall be firm and fixed for one year through April 30, 2012.

#### **A.10 ESCALATION CLAUSE-YEARLY:**

The proposed discount/ premium structures for both the specific battery groups indicated and the 'General Battery Price Percentage Adjustment' in Exhibit B will be held firm and fixed for the term of this agreement and any renewals.

For every renewal period of the subsequent agreement, the City will review the vendor battery manufacturer's current initial/starting price (MSRP, Jobber, List or equivalent) and may compare it to the U.S. Department of Labor-Bureau of Labor Statistics Producer Price Index.

Website (as of 3/11/2011): [www.bls.gov/ppi](http://www.bls.gov/ppi)

Report (as of 3/11/2011): 'Series Report'

Identifier: WPU11790103

Description: 'Storage batteries, lead acid type, BCI dimensional group 8D or smaller'

**The buyer will make a determination as to whether to renew the agreement and update battery pricing or let agreement lapse and re-solicit proposals.**

**A.11 ADDITIONAL EXHIBITS**

See Attached Exhibit A (Pages 1-11), Exhibit B (Excel Spreadsheets) from 2011 Solicitation, and current Price Summary Sheet



**Bid No. 2011\_0210A-EXHIBIT A**  
**CITY AND COUNTY OF DENVER**  
**Technical Specifications and Request for Proposal Items**  
**For**  
**Automotive Batteries**

**1.0 General Description:**

This specification covers automotive lead acid storage batteries as specified to be used primarily in the City's mixed fleet application in automobiles, light-duty, medium-duty and heavy-duty vehicles and also in motorcycles, construction and off-road equipment in all weather conditions encountered in Denver Colorado. The batteries covered by this specification shall be 1) flooded lead acid low water loss (Maintenance Free) type, 2) gelled electrolyte (Gel) type and 3) absorbed glass mat (AGM) type batteries. The batteries must withstand high under hood operating temperatures, heavy cyclic electrical loads from safety equipment (warning lights, communications radios, etc) added to vehicles and vibration.

**1.1 Product Uniformity:**

All batteries shall be supplied by One (1) vendor to include pick up/delivery and fleet monitoring. No out sourcing of any operation shall be permitted. The vendor shall provide batteries that meet all SAE Standards the Battery Counsel International" (BCI) and Industry Standards for automotive lead acid batteries as well as any if applicable ASTM standards. In the case of a conflict of regulations and best/recommended practices the most stringent standard shall take precedence.

**1.2 Applicable Service Requirements:**

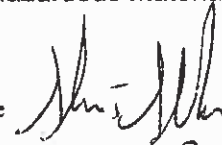
A. All batteries supplied under this specification shall meet the most current requirements and shall be upgraded to newer requirements on the new effective dates for new requirements.

**1.3 Facility Inspection:**

A. The City may require inspection of the bidder's facilities before award, to assure that bidder is capable of meeting specifications.  
B. After contract award the City may also inspect the vendor's facility at any time during regular business hours without giving prior notice.

**1.4 Environmental Stewardship:**

All City agencies and operations are strongly encouraged to recycle "old" batteries to reduce the environmental impacts associated with the disposal of batteries that contain hazardous products like lead, sulfuric acid and other hazardous materials.



**1.5 Vendor Uniformity:**

One vendor shall supply all automotive batteries covered by this specification, Award will be made on an "ALL OR NONE BASIS". Failure to provide all requested information may result in the whole bid being considered non-responsive.

**2.0 Battery Pick Up/Deliver Locations and Requirements:**

**2.1** Delivery and pick up of batteries shall be made at all City locations/facilities within the City and County of Denver including but not limited to the following sites:

- A. Denver International Airport, 27500 E. 80<sup>th</sup> Avenue.
- B. Fleet Management Roslyn, 5440 Roslyn St. Building C and D.
- C. Fleet Management Central Platte, 1271 West Bayaud St. Building 5.
- D. Fleet Management Wastewater, 2000 W. 3<sup>rd</sup> Avenue.
- E. Fleet Management Cherry Creek, 7301 E. Jewell Avenue.
- F. Fleet Management Osage, 2013 S. Osage St.
- G. Police Fleet Maintenance, 5440 Roslyn St. Building A.
- H. Police, Fleet Maintenance, 3490 Arkins Court.
- I. Fire Fleet Maintenance, 5440 Roslyn St. Building B.
- J. Parks and Fleet Maintenance, 945 S. Huron St.

**2.2** The vendor shall provide the pick up of "Old" used batteries for recycling at each route delivery visit 2 times per month.

**2.3** Battery deliveries of 8 or more batteries shall be on a wood pallet and shrink wrapped for easier and safe handling of the batteries using a forklift.

**3.0 Battery Maintenance Program:**

**3.1** The successful vendor shall provide new batteries with a 180 day age rotation program to the City at the following locations:

- A. Denver International Airport, 27500 E. 80th Avenue.
- B. Fleet Management Roslyn, 5440 Roslyn St. Building C
- C. Fleet Management, Central Platte, 1271 West Bayaud St. Building 5.
- D. Police Fleet Maintenance, 5440 Roslyn St. Building A.
- E. Police, Fleet Maintenance, 3490 Arkins Court.
- F. Fire Fleet Maintenance, 5440 Roslyn St. Building B.

Authorized Signature



Company: NAPA

3.2 The quantity of City owned and stocked batteries at each City facility shall be decided on by the City agency, with the vendor serving as an advisor, based on 90-day usage and projected future usage (winter, summer). The vendor shall provide rotation of batteries that are 180 days old or older.

3.3 The battery maintenance program shall function in the following:

A. All batteries located on City property shall be the property of the City. If the City's battery ages to the 180 day age, the vendor shall remove the old battery from City stock, credit the City for the cost of the battery and restock with like battery and invoice the City for the new battery that is less than 90 days age.

B. Vendor shall provide 2-times per month minimum service on the account to include:

1) All City batteries shall be monitored and maintained by the battery vendor at a ready for service charged level. No battery maintainers shall be used to maintain the batteries at the ready for service charge level.

2) Restocking of used warranty batteries that have been found within operational specifications that have been transferred out of City stock back into the City's inventory.

3) Batteries that have been on the City's parts room shelf's for more than 180 days or will be past 180 days on the vendor's next visit shall be rotated.

4) The same vendor route person shall service the City account on a regular basis, except for vacations, sick days and other unforeseen reasons.

C. Vendor shall supply each City facility a paper and CD-rom application guide to assist in selecting the correct battery for the intended application.

D. The "new" battery cost to the City shall be based on (Bid Cost of the New Battery after discount/ premium from List Price- "Old" Battery Exchange (if provided) = Cost of New Battery. The battery vendor shall recycle at "No Charge" to the City the "Old" Battery.

E. The vendor shall assure that all batteries supplied to the City shall have the following permanent label information on the top of each battery:

1) Manufacturer's name

2) Product name

3) Lot number

4) Supplier's name

5) Manufacturer date of the battery: (month/year) Julian Date Example: 1258 = 125 day of the year, 8 = year of manufacturer

6) Suggested Date Code defined as:

A - January

E - May

I - September

8 - 2008

B - February

F - June

J - October

9 - 2009

C - March

G - July

K - November

0 - 2010

D - April

H - August

L - December

1 - 2011 etc

Page 3 of 11

Authorized Signature

Company: NAPA

- F. If the vendor's date code is different a listing shall be provided with the bid package.
- G. The battery labels shall be manufactured from a material that is permanently affixed to the battery and will not come off or be made non-readable by:
  - 1) Battery acid
  - 2) Automotive chemicals or compounds
  - 3) Repeated Pressure washing of the engine compartment
  - 4) Engine under-hood heat or cold weather temperatures

**4.0 Warranty:**

- 4.1 The vendor shall provide to the City a comprehensive warranty against battery failures. Any costs for repairing the City's equipment incurred as a result of the City's use of defective or non-compliant products covered by this specification and provided by the vendor shall be borne by the vendor and shall be grounds for termination of the contract, at the City's option.
- 4.2 All batteries shall be guaranteed against defects in workmanship and materials for the warranty period with a non-prorated period defined for each type of battery covered by this specification.
  - A. If a battery is found to be defective in the prorated period the warranty reimbursement shall be determined using the following formula.
  - B. The vendor shall provide either a full credit or prorated cost credit allowance toward future battery purchases or a cash payment made to the City. The City has the right to decide which reimbursement method is in the City's best interest.
- 4.3 Adjustment and Allowance Example for Warranty.
  - A. Battery Cost = \$100.00, Total Warranty 60 months, Free Replacement Period 24 months
  - B. Battery fails at 24 months 29 days = Free Replacement assume 30 day month
  - C. Battery fails in 42<sup>nd</sup> month of service: 60 months - 42 months service = 18 remaining months warranty  
Adjustment shall be calculated by (Cost) + (Total Warranty Period) X (remaining Warranty Period) = (Replacement Cost)  
Example: (Cost = \$100.00) + (Warranty Period 60 months) X (18 months) = (\$1.66 per month) X 18 months = \$30.00
- 4.4 Battery adjustment credits shall be issued to the purchasing City Agency within five (5) calendar days of the adjustment.
  - A. The Credit can be applied to reducing the price of the new battery or
  - B. The Credit can be accumulated by the City Agency and used to reduce the price of future battery purchases

Authorized Signature



Company:

NAPA

- 4.5 If the vendor claims that the battery failure is due to City negligence or faulty operation of City equipment, the City shall be notified in writing providing:
- A. City Equipment ID/Unit number
  - B. City work order number and date
  - C. Vendor's reason as to why the equipment or operation caused the battery failure.
  - D. The City reserves the right to determine the validity of the vendor's claim.
- 4.6 **Warranty Battery Testing Procedures: Using Midtronics MDX-650P, Auto Meter BVA-200 Series or Approved Equal**  
Testing the battery shall be done with the battery out of the vehicle/equipment using Midtronics MDX-650P or Auto Meter BVA-200 Battery Conductance Tester with Printer or an Approved Equal.
- A. Warranty testing of batteries shall be conducted jointly by the vendor's route person and a City representative at each regular service visit of the vendor route person.
  - B. The City shall have already removed the battery from the vehicle/equipment providing the following information on the battery:
    - 1-Vehicle/equipment unit number.
    - 2-Work order number.
    - 3-Date battery was removed.
    - 4-Reason for the batteries' removal.
  - C. Examine the battery for damage (corroded terminals, broken terminal post, cracked case etc).
  - D. Clean terminal posts before conducting battery evaluation tests.
  - E. Connect Midtronics or Auto Meter battery conductance and electrical system tester or Approved Equal.
  - F. Follow the manufacturer's battery tester instructions for testing and evaluating the battery.
  - G. Determine if the battery is :
    - 1) "Good" = No Warranty claim.
    - 2) "Good Needs Recharge" = City shall recharge battery and put back into service.
    - 3) "Requires Recharge and Retest" = Vendor shall recharge the battery and retest the battery at the next service visit.
    - 4) "Replace Battery" = Vendor shall warrant the battery.
    - 5) "Bad Cell, Replace" = Vendor shall warrant the battery.
  - H. Print the battery test results for Warranty purposes including vehicle ID/unit number, work order number and date.
  - I. Provide the printed battery test results to the City representative.

Authorized Signature



Company: NAPA

**5.0 Environmental Procedures, Inspections of Records and Facilities:**

**5.1 Transportation and Environmental Compliance:**

- A. The successful bidder, in routine performance of services must provide to the client agency the following documentation:
- B. Up-to-date and accurate MSDSs and technical data sheets on all battery products supplied to the City under this contract.
- C. The City reserves the right to terminate the contract of any vendor that consistently fails to supply such documentation.
- D. At all times during provision of services to the City the vendor will operate in full compliance with all applicable environmental regulations, all other applicable Federal, State and Local codes, and hold and maintain all necessary permits.
- E. Provide written proof to the City's that used batteries are being properly disposed using proper recycling methods to include:

EPA Recycling Center ID #: Gopher Resources, Eagan, MN - EPA #MND 00 6148092

**5.2 Environmental Compliance Assurance Literature:**

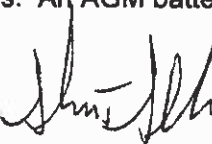
All bids must include the following information as it pertains to services offer to the City:

- A. Description of the bidders waste streams, waste management, and waste disposal practices (including any best management practices employed to diligently maintain compliance with environmental law).
- B. Waste Characterization data/waste profiles for general (or co-mingled) wastes generated by services offered to the City.
- C. Bids submitted without this environmental compliance assurance information may be considered as non-responsive and rejected.
- D. The City shall have the right to inspect the vendor's business facilities from time to time during the term of contract performance to insure such compliance.

**6.0 Automotive Battery Definition of Major Terms:**

- A. **Battery:** a device that provides direct electrical current using a chemical reaction.
- B. **Flooded lead acid battery (conventional type):** A battery where the cells contains liquid acid electrolyte. The battery can be made to have very low gassing of the liquid electrolyte and is often called a "low water loss" or "Maintenance Free" (must have calcium positive & calcium negative plates) but is not completely maintenance free. A flooded battery can only operate in the upright position or it will leak acid. Also if the case is broken the battery will leak electrolyte causing a hazardous condition.
- C. **Gel Battery:** Is a lead-acid battery that uses a thixotropic gelled electrolyte that uses a recombination reaction to prevent the escape of hydrogen and oxygen gases recombining the gases back into the acid. A gel battery is completely "Maintenance Free" as it is completely sealed. A Gel battery is completely "Maintenance Free" and non-spillable allowing for operation in any position.
- D. **Absorbed Glass Mat (AGM):** Is a lead acid battery that has the electrolyte absorbed in sponge-like of glass fibers. The battery uses recombination reaction to prevent the escape of the hydrogen and oxygen gases. An AGM battery is completely "Maintenance Free" and non-spillable allowing for operation in any position.

Authorized Signature



Company:

NAPA

- E. Amp-Hour: Measures a batteries electrical storage capacity. A 5 ampere load for 20 hours = 100 amp-hours.
- F. Capacity: The ability of the battery to deliver a specified quantity of dc electricity (amp-hour) over a definite time period (hour).
- G. Cold Crank Rating: The number of amps a battery can deliver at 0°F for 30-seconds and maintain 1.2 volts per cell.
- H. Load Tester: An instrument which discharges a battery using an electrical load while measuring voltage. It rates a batteries ability to perform under actual conditions.
- I. Reserve Capacity: The time in minutes that a new fully charges battery can deliver 25 amps at 80°F and maintain a voltage of 1.75 volts per cell.
- J. Open Circuit Voltage: The voltage of a battery when not being charged or discharged. A fully charged battery has 2.11 volts per cell and for a 6 cell "12 volt battery" is 12.66 volts.
- K. Watts: A unit of power or doing work. Watts = amps X volts.

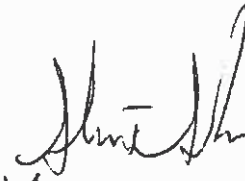
**7.0 Completion of Bid Items and Alternates:**

- A. Vendor shall complete each line item in Sections 5.1, 8.2, 8.3, 8.4 "Battery Basic Requirements"
- B. "Battery Technical Section" provides technical information for each technical characteristic. **Failure to provide any of the requested information may make bid non-responsive.**

**8.0 Automotive Battery Basic Requirements, or approved equal:**

**8.1 This specification covers:**

- A. Various sizes of batteries and types used by the City in a mixed fleet application in light duty automotive (automobiles, pick up trucks and Police cars etc) to heavy-duty truck (trash trucks, dump/snowplow trucks, etc) and construction type equipment (loaders, backhoes, dozers, rotomills, pavers etc) applications.
- B. The battery is required to: (1) provide effective engine starting capacity; (2) provide excellent high heat and cold weather performance; (3) Provide excellent vibration resistance and (4) Provide excellent road hazard resistance.

  
NAPA

8.2 General Specifications "Automotive Flooded Wet Cell Batteries":

Technical Section	Product Technical Information
A. Battery Manufacturer's Name:	Johnson Controls - East Penn
B. Battery Model:	NAPA Legend - NAPA Power
C. Case Material: fully molded Polypropylene case with fully weld sealed top cover and gasket seal for cell-to-cell patrician to minimize self-discharge.	Case Material: <u>PP Copolymer</u> How Top Cover is Sealed: <u>Heat Seal</u> Cell-to-Cell seal material: <u>Heat Seal</u>
D. Plate Material Type: Calcium - Calcium	Positive Plate Material: <u>Calcium</u> Negative Plate Material: <u>Calcium</u>
E. Cell Construction: 1. Grid plates both positive and negative shall be full frame type. 2. Plates shall be insulated in a full deep pocket envelope that extends up above the top of the plate. 3. The positive and negative plates shall have the lead paste fully oven cured before assembly to reduce fragmentation and shorting.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Positive Plate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Negative Plate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
F. Warranty Period: 1. Groups: 24, 27, 34, 36R, 48, 56, 58, 65, 75, 78, 86, 24F, 26R, 34/78, 36R, 40R, 75/86, GC8, a. Total Warranty Period: 60 months b. Free Replacement Period: 24 months 2. Groups U1, c. Total Warranty Period: 24 months d. Free Replacement Period: 12 months	Full Warranty Period: <u>65</u> months Free Replacement Period: <u>24</u> months  Full Warranty Period: <u>24</u> months Free Replacement Period: <u>12</u> months
G. Self Discharge Rate / month @ 68°F (%)	Self Discharge Rate: <u>80F - 7%</u>
H. High Rate Battery Discharge Test performed on every battery at approximately 2X's the battery rated capacity with	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    Why not tested:

Authorized Signature

Company:

*Shm E. [Signature]*  
NAPA

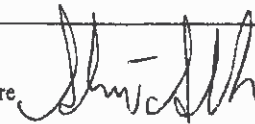


Technical Section	Product Technical Information
test monitored for voltage drop during discharge to assure every battery performs as designed.	
I. 100% Cycling; after initial charging every battery is discharged and then recharged so performance can be verified and all cells equalized for improved performance and longer life.	<p>Yes <input checked="" type="radio"/> No Why not tested: <u>Manufacturing capacity constraint.</u>  <u>Random sampling for full electrical testing.</u>  <u>Per BCI Industry standards.</u></p>

**8.3 General Specifications "Heavy-Duty Commercial Automotive Flooded Wet Cell Batteries":**

Technical Section	Product Technical Information
A. Battery Manufacturer's Name:	Johnson Controls - East Penn
B. Battery Model:	NAPA Commercial
C. Case Material: fully molded Polypropylene case with fully weld sealed top cover and gasket seal for cell-to-cell protection to minimize self-discharge.	Case Material: <u>PP Copolymer</u> How Top Cover is Sealed: <u>Heat Seal</u> Cell-to-Cell seal material: <u>Heat Seal</u>
D. Plate Material: 1. Calcium - Calcium for 4, 65, 27DCM 4D, 8D and Group 31 batteries Items (Section 8.3.1 A. thru F).  2. Silver Calcium for Group 65 and 78 batteries Items (Section 8.3.1 G & H.).	Positive Plate Material: <u>Calcium</u> Negative Plate Material: <u>Calcium</u>  Positive Plate Material: _____ Negative Plate Material: _____
E. Cell Construction: 1. Grid plates both positive and negative shall be full frame type. 2. Plates shall be insulated in a full deep pocket envelope that extends up above the top of the plate. 3. Both the positive and negative plates shall have the lead paste fully oven cured before assembly to reduce fragmentation and shorting.	Yes <input checked="" type="radio"/> No Yes <input checked="" type="radio"/> No Yes <input checked="" type="radio"/> No

Authorized Signature




Company:

NAPA

Technical Section	Product Technical Information
4. The bottom of the plates shall be anchored/bonded to the bottom of the cell case to prevent damage from vibration and shorting	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Only 8D, 4D and Group 31 are secured
F. Warranty Period: 1-Group 31, 27DCM, 65 a-Total Warranty Period: 60 months b-Free Replacement Period: 24 months 2 Group 4, 4D and 8D a-Total Warranty Period: 36 months b-Free Replacement Period: 18 months	Full Warranty Period: <u>60</u> months Free Replacement Period: <u>24</u> months Full Warranty Period: <u>36</u> months Free Replacement Period: <u>18</u> months
G. Self Discharge Rate / month @ 68°F (%)	Self Discharge Rate: <u>Self - 7</u> %
H. High Rate Battery Discharge Test performed on every battery at approximately 2X's the battery rated capacity with test monitored for voltage drop during discharge to assure every battery performs as designed..	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Why not tested: _____ _____
I. 100% Cycling; after initial charging every battery is discharged and then recharged so performance can be verified and all cells equalized for improved performance and longer life.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Why not tested: <u>Random sampling for full electrical testing per BCI Industry Standards</u>

The remainder of this page left blank intentionally

Authorized Signature   
 Company: NAPA

8.4 General Specifications "Automotive Absorbed Glass Mat (AGM) Cell Batteries":

Technical Section	Product Technical Information
A. Battery Manufacturer's Name:	Johnson Controls - East Penn
B. Battery Model:	Optima - Special
C. Case Material: fully molded Polypropylene case with fully weld sealed top cover and gasket seal for cell-to-cell patrician to minimize self-discharge.	Case Material: <u>PP Copolymer</u> How Top Cover is Sealed: <u>Heat Seal</u> Cell-to-Cell seal material: <u>Cell to Cell not sealed</u>
D. Plate Material Type: Calcium - Calcium	Positive Plate Material: <u>Tin-Lead</u> Negative Plate Material: <u>Tin-Lead</u>
E. Cell Construction: 1. Full Cast 2. Tightly compacted	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Strap</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
F. Self Discharge Rate / month @ 68°F (%)	Self Discharge Rate: <u>3</u> % <u>@ 75°F</u>
G. Warranty Period: 1. Groups: 34AGM, 65AGM, 34/78 AGM, HARLEY DAVIDSON 66010-97B/ DEKA ETX30L, 24DCM 2. Total Warranty Period: 60 months 3. Free Replacement Period: 24 months	Full Warranty Period: <u>60</u> months Free Replacement Period: <u>24</u> months

Authorized Signature

Company:

NAPA

Bid No. 2011\_0210A-EXHIBIT B  
2011 City and County of Denver 0210A Automotive Battery Proposal Price Worksheet

Proposing Vendors Indicate Company Name and Fill in Shaded Sections

Company Name **NAPA-2011**

Authorized Signature \_\_\_\_\_

Group 1  
Per Section 8.2  
Automotive Flooded Wet Batteries

BCI GROUP NUMBER	POST TYPE	PROPOSED MANUFACTURER	PROPOSED BATTERY PART NUMBER	SPECIFIED CCA @ DEGREES FAHRENHEIT	PROPOSED BATTERY CCA @ DEGREES FAHRENHEIT	CCA VARIANCE	SPECIFIED RC-RESERVE CAPACITY (MINUTES)	PROPOSED BATTERY RC-RESERVE CAPACITY	RC VARIANCE	INITIAL STARTING PRICE EACH *	DISCOUNT (%) OR PREMIUM (+) ADJUSTMENT	FINAL CITY PRICE EACH	ESTIMATED QTY PER 18 MONTH PERIOD (INFORMATIONAL PURPOSES ONLY)	TOTAL LINE COST	PROPOSED BATTERY LINE NOTES (AS APPLICABLE - Free Form)	
24	TOP	NAPA	7524	625	600	-25	120	110	-10	\$ 134.03	-60.00%	\$ 53.61	100	\$ 5,361.20		
27	TOP	NAPA	7527	700	610	-110	120	140	20	\$ 130.66	-60.00%	\$ 55.86	85	\$ 4,748.10		
34	TOP	NAPA	7534	700	700	0	120	120	0	\$ 138.98	-60.00%	\$ 55.58	270	\$ 15,009.84		
36R	TOP	NAPA	7536R	650	640	-10	7	130	123	\$ 152.33	-60.00%	\$ 60.93	50	\$ 3,046.80		
48	TOP	NAPA	7548	700	700	0	120	120	0	\$ 172.25	-60.00%	\$ 70.90	25	\$ 1,772.50		
56	TOP	NAPA	6556	500	530	30	90	90	0	\$ 152.13	-60.00%	\$ 60.85	30	\$ 1,825.56		
58	TOP	NAPA	6558	500	490	-10	80	80	0	\$ 117.18	-60.00%	\$ 46.87	115	\$ 5,390.28		
65	TOP	NAPA	6565	850	675	-25	130	130	0	\$ 130.63	-60.00%	\$ 52.25	760	\$ 39,711.52		
75	SIDE	NAPA	7575	600	650	50	95	95	0	\$ 126.38	-60.00%	\$ 50.55	345	\$ 17,440.44		
78	SIDE	NAPA	6578	675	700	25	110	120	10	\$ 119.66	-60.00%	\$ 47.86	325	\$ 15,554.50		
86	TOP	NAPA	7586	600	590	-10	75	110	35	\$ 162.58	-60.00%	\$ 65.03	70	\$ 4,552.14		
24F	TOP	NAPA	7524F	600	600	0	110	110	0	\$ 134.03	-60.00%	\$ 53.61	25	\$ 1,340.30		
26R	TOP	NAPA	6526R	450	450	0	85	85	0	\$ 149.33	-60.00%	\$ 59.73	35	\$ 2,090.62		
347B	DUAL	NAPA	84347B	750	800	50	110	115	5	\$ 144.70	-60.00%	\$ 57.88	200	\$ 11,576.00		
36R	TOP	NAPA	7536R	650	650	0	130	130	0	\$ 152.33	-60.00%	\$ 60.93	50	\$ 3,046.80		
40R	TOP	NAPA	7540R	530	590	60	90	105	15	\$ 152.33	-60.00%	\$ 60.93	20	\$ 1,218.64		
75/86	DUAL	NAPA	60XDT	500	550	50	90	80	-10	\$ 173.30	-60.00%	\$ 68.32	90	\$ 6,238.80		
GC3	TOP	NAPA	8148	N/A			117	145	28	\$ 198.35	-60.00%	\$ 79.34	120	\$ 9,520.80		
U1	TOP	NAPA	8223	200	230	30	30	30	0	\$ 71.55	-60.00%	\$ 28.62	45	\$ 1,287.90		
													Group 1 Total	\$ 150,732.44		
												Core Credit per battery for this Group	\$ -	2790	\$ -	
													Group 1 Net Total	\$ 150,732.44		

Group 2  
Per Section B.2  
Heavy-Duty Commercial Automotive Flooded Wet Cell Batteries

Authorized Signature: \_\_\_\_\_ NAPA-2011 \_\_\_\_\_

BCI GROUP NUMBER	POST TYPE	PROPOSED MANUFACTURER	PROPOSED BATTERY PART NUMBER	SPECIFIED CCA @ DEGREES FAHRENHEIT	PROPOSED BATTERY CCA @ DEGREES FAHRENHEIT	CCA VARIANCE	SPECIFIED RC-RESERVE CAPACITY (MINUTES)	PROPOSED BATTERY RC-RESERVE CAPACITY	RC VARIANCE	INITIAL LIST PRICE EACH	DISCOUNT (%) OR PREMIUM (%)	FINAL CITY PRICE EACH	EST. QTY PER 18 MONTH PERIOD	TOTAL LINE COST	PROPOSED BATTERY LINE NOTES (AS APPLICABLE - Free Form)	
4	TOP	NAPA	7212	900	950	50	250	295	45	\$ 166.75	-60.00%	\$ 66.70	90	\$ 4,002.00	See quoted with out core charge	
6S	TOP	NAPA	8485	850	850	0	150	150	0	\$ 156.63	-60.00%	\$ 63.66	95	\$ 5,951.94	See quoted with out core charge	
27DCM	DUAL	NAPA	8270	675	675	0	180	180	0	\$ 156.88	-60.00%	\$ 62.75	35	\$ 2,196.32	See quoted with out core charge	
31P	TOP	NAPA	7237	925	950	25	170	195	25	\$ 160.26	-60.00%	\$ 64.10	110	\$ 7,051.00	See quoted with out core charge	
31S	TOP	NAPA	7237	925	950	25	170	195	25	\$ 160.25	-60.00%	\$ 64.10	370	\$ 23,717.00	See quoted with out core charge	
31S	TOP	NAPA	7234EP	1100	1125	25	180	195	15	\$ 218.06	-60.00%	\$ 87.22	800	\$ 69,776.00	See quoted with out core charge	
4D	TOP	NAPA	7266	1000	1000	0	290	295	5	\$ 257.23	-60.00%	\$ 102.89	40	\$ 4,115.68	See quoted with out core charge	
8D	TOP	NAPA	7269	1100	1155	55	325	380	55	\$ 272.80	-60.00%	\$ 109.94	45	\$ 4,908.90	See quoted with out core charge	
													Group 2 Total	\$ 121,716.74		
												Core Credit per battery for this Group	\$ -	1556	\$ -	
													Group 2 Net Total	\$ 121,716.74		

Group 3  
Per Section B.4  
Automotive Absorbed Glass Mat (AGM) Cell Batteries

BCI GROUP NUMBER	POST TYPE	PROPOSED MANUFACTURER	PROPOSED BATTERY PART NUMBER	SPECIFIED CCA @ DEGREES FAHRENHEIT	PROPOSED BATTERY CCA @ DEGREES FAHRENHEIT	CCA VARIANCE	SPECIFIED RC-RESERVE CAPACITY (MINUTES)	PROPOSED BATTERY RC-RESERVE CAPACITY	RC VARIANCE	INITIAL LIST PRICE EACH	DISCOUNT (%) OR PREMIUM (%)	FINAL CITY PRICE EACH	EST. QTY PER 18 MONTH PERIOD	TOTAL LINE COST	PROPOSED BATTERY LINE NOTES (AS APPLICABLE - Free Form)	
34AGM	TOP	OPTIMA	N9504YEL	750	750	0	120	120	0	\$ 331.48	-60.00%	\$ 132.59	300	\$ 39,777.60	See quoted with out core charge	
55AGM	TOP	NAPA	9865	800	800	0	150	150	0	\$ 279.70	-60.00%	\$ 111.88	80	\$ 8,950.40	See quoted with out core charge	
347BAGM	DUAL	OPTIMA	N950470YEL	750	750	0	120	120	0	\$ 331.48	-60.00%	\$ 132.59	80	\$ 10,607.36	See quoted with out core charge	
HAR. DAV. 66010-97B/ EXE KA ETX30L AGM	TOP	NAPA	ETX30L	365	365	0	25	26	0	\$ 253.58	-60.00%	\$ 81.43	45	\$ 3,664.44	See quoted with out core charge	
24DCM-AGM	TOP	OPTIMA	N950348MBL UE	550	550	0	180	120	0	\$ 331.48	-60.00%	\$ 132.59	25	\$ 3,314.80	See quoted with out core charge	
													Group 3 Total	\$ 66,314.60		
												Core Credit per battery for this Group	\$ -	530	\$ -	
													Group 3 Net Total	\$ 66,314.60		
													FINAL PRICE ROLL UP ALL GROUPS		\$ 338,763.78	
GENERAL BATTERY PRICE PERCENTAGE ADJUSTMENT FOR BATTERIES NOT SPECIFICALLY LISTED ABOVE												-60.00%	INDICATE PRICE LIST AND/OR COLUMN *			
INDICATE DISCOUNT / PREMIUM PRICE ADJUSTMENT PERCENTAGE Enter (%) For Discount																

**CITY AND COUNTY OF DENVER  
2013 PRICING ADJUSTED FROM 2011  
MPO- 0210A0111**

**AUTOMOTIVE BATTERYS**

**VENDOR: NAPA Genuine Parts Co.**

**NEW PRICING FIRM AND FIXED THROUGH APRIL 30, 2016**

BATTERY DESCRIPTION	UOM	Vendor P/N	3/2011		5/2015		% Increase to 2011 Pricing
			Vendor Price Per ordering UOM		Reflective of 7.9% Increase to 2011 Pricing Vendor Price Per ordering UOM		
GRP 24 CCA600 RC110 NP#7524 BATT CR\$10	EACH	7524	\$	53.61	\$	57.85	107.90%
GRP 27 CCA810 RC140 NP#7527 BATT CR\$10	EACH	7527	\$	55.88	\$	60.27	107.90%
GRP 34 CCA700 RC120 NP#7534 BATT CR\$10	EACH	7534	\$	55.59	\$	59.98	107.90%
GRP 36R CCA650 RC130 NP#7536R BATT CR\$10	EACH	7536R	\$	60.93	\$	65.75	107.90%
GRP 48 CCA700 RC120 NP#7548 BATT CR\$10	EACH	7548	\$	70.90	\$	76.50	107.90%
GRP 56 CCA530 RC90 NP#6556 BATT CR\$10	EACH	6556	\$	60.85	\$	65.66	107.90%
GRP 58 CCA490 RC90 NP#6558 BATT CR\$10	EACH	6558	\$	46.87	\$	50.57	107.90%
GRP 65 CCA675 RC130 NP#6565 BATT CR\$10	EACH	6565	\$	52.25	\$	66.38	107.90%
GRP 75 CCA650 RC95 NP#7575 BATT CR\$10	EACH	7575	\$	50.55	\$	54.55	107.90%
GRP 78 CCA700 RC120 NP#6578 BATT CR\$10	EACH	6578	\$	47.86	\$	51.64	107.90%
GRP 86 CCA590 RC110 NP#7586 BATT CR\$10	EACH	7586	\$	65.03	\$	70.17	107.90%
GRP 24F CCA600 RC110 NP#7524F BATT CR\$10	EACH	7524F	\$	53.61	\$	57.85	107.90%
GRP 26R CCA450 RC85 NP#6526R BATT CR\$10	EACH	6526R	\$	59.73	\$	64.45	107.90%
GRP 34/78 CCA800 RC115 NP#843478 BATT CR\$10	EACH	843478	\$	57.88	\$	62.45	107.90%
GRP 40R CCA590 RC105 NP#7540R BATT CR\$10	EACH	7540R	\$	60.93	\$	65.75	107.90%
GRP 75/86 CCA550 RC90 NP#60XDT BATT CR\$10	EACH	60XDT	\$	69.32	\$	74.80	107.90%
GRP GC8 CCA RC145 NP#8148 BATT CR\$10	EACH	8148	\$	79.34	\$	85.61	107.90%
GRP U1 CCA230 RC30 NP#8223 BATT CR\$10	EACH	8223	\$	28.62	\$	30.88	107.90%
GRP 4 CCA950 RC295 NP#7212 BATT CR\$10	EACH	7212	\$	66.70	\$	71.97	107.90%
GRP 65 CCA850 RC150 NP#8465 BATT CR\$10	EACH	8465	\$	62.65	\$	67.60	107.90%
GRP 27DCM CCA675 RC180 NP#8270 BATT CR\$10	EACH	8270	\$	62.75	\$	67.71	107.90%
GRP 31P CCA950 RC195 NP#7237 BATT CR\$10	EACH	7237	\$	64.10	\$	69.16	107.90%
GRP 31S CCA950 RC195 NP#7237 BATT CR\$10	EACH	7237	\$	64.10	\$	69.16	107.90%
GRP 31S CCA1125 RC195 NP#7234EP BATT CR\$10	EACH	7234EP	\$	87.22	\$	94.11	107.90%
GRP 4D CCA1000 RC295 NP#7266 BATT CR\$10	EACH	7266	\$	102.89	\$	111.02	107.90%
GRP 8D CCA1155 RC380 NP#7269 BATT CR\$10	EACH	7269	\$	109.04	\$	117.65	107.90%
GRP 34AGM CCA750 RC120 NP#N9934YEL BATT CR\$10	EACH	N9934YEL	\$	132.59	\$	143.07	107.90%
GRP 65AGM CCA800 RC150 NP#9865 BATT CR\$10	EACH	9865	\$	111.88	\$	120.72	107.90%
GRP 34/78BAGM CCA750 RC120 NP#N993478YEL BATT CR\$10	EACH	N993478YEL	\$	132.59	\$	143.07	107.90%
GRP HAR DAV AGM CCA365 RC26 NP#ETX30L BATT CR\$10	EACH	ETX30L	\$	81.43	\$	87.87	107.90%
GRP 24DCM-AGM CCA750 RC120 NP#N99D34MBLUE BATT CR\$10	EACH	N99D34MBLUE	\$	132.59	\$	143.07	107.90%
GRP CORE -NAPA BATTERY CORE \$10	EACH	BATTERY CORE	\$	10.00	\$	10.00	100.00%

**FOR BATTERYS NOT INDICATED ABOVE,  
THE CITY RECEIVES 60% OFF OF NAPA INSTALLER PRICE**