

RESOLUTION NO. 297 - 2013

A RESOLUTION ACCEPTING THE BIDS OF WORLDWIDE EQUIPMENT, BATTERIES PLUS, AND KOI AUTO PARTS, ESTABLISHING PRICE CONTRACTS FOR TRUCK AND AUTOMOTIVE BATTERIES, FOR THE DIVISION OF FACILITIES AND FLEET MANAGEMENT.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bids of Worldwide Equipment, Batteries Plus, and KOI Auto Parts, establishing price contracts for truck and automotive batteries, for the Division of Facilities and Fleet Management, be and hereby are accepted and approved as to the specifications and amounts set forth in the terms of the bids, which are attached hereto and incorporated herein by reference.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: June 20, 2013

MAYOR



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ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507

## Master

File Number: 0580-13

<b>File ID:</b> 0580-13	<b>Type:</b> Resolution	<b>Status:</b> Approved
<b>Version:</b> 1	<b>Contract #:</b>	<b>In Control:</b> Urban County Council
<b>Division:</b> Central Purchasing	<b>Cost:</b>	<b>File Created:</b> 05/23/2013
<b>File Name:</b> Bid #50-2013 Truck & Auto Batteries		<b>Final Action:</b> 06/20/2013

**Title:** A Resolution accepting the bids of Worldwide Equipment, Batteries Plus, and KOI Auto Parts, establishing price contracts for truck and automotive batteries, for the Div. of Facilities and Fleet Management. (7 Bids, Low) [Baradaran]

**Notes:**

**Code Sections:**

**Agenda Date:** 06/20/2013

**Indexes:**

**Agenda Number:** 2.

**Sponsors:**

**Enactment Date:** 06/20/2013

**Attachments:** Batteries Plus, Koi Auto Parts, Worldwide Equipment, Certificate of Liability Insurance - Batteries Plus, Certificate of Liability Insurance - KOI Auto Parts, Certificate of Liability Insurance - Worlwide Equipment, 00393217.DOC

**Enactment Number:** R-297-2013

**Deed #:**

**Hearing Date:**

**Drafter:** D. Bright

**Effective Date:**

### Approval History

Version	Date	Approver	Action
1	05/23/2013	Todd Slatin	Approve
1	05/23/2013	Sally Hamilton	Approve
1	05/23/2013	Dave Barberie	Approve

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	06/06/2013					

**INVITATION TO BID**

Bid Invitation Number: #50-2013

Date of Issue: 04/22/2013

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **05/6/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320**

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

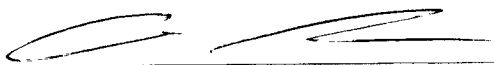
Bids are to include all shipping costs to the point of delivery located at: See Specifications

Bid Security Required: \_\_\_ Yes X No      Performance Bond Required: \_\_\_ Yes X No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Quantity	Commodity/Service
<b>Price Contract</b>	<b>Truck &amp; Auto Batteries</b>

<b><u>Check One:</u></b> ___ Bid Specifications Met ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b><u>Proposed Delivery:</u></b> ___ days after acceptance of bid.
<b><u>Procurement Card Usage</u></b> ___ Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ No	

Submitted by: Worldwide Equipment  
Firm 945 Nando Blvd  
Address Lexington Ky 40511  
City, State & Zip

**Bid must be signed:  
(original signature)**   
**Signature of Authorized Company Representative – Title**  
Aaron Smith  
**Representative's Name (Typed or printed)**  
859-281-5152 70840      859-253-4639  
**Area Code - Phone – Extension**      **Fax #**  
aaron.smith@thetruckpeople.com  
**E-Mail Address**

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**

**AFFIDAVIT**

Comes the Affiant,   Aaron Smith  , and after being first duly sworn under penalty of perjury as follows:

1. His/her name is   Aaron Smith   and he/she is the individual submitting the bid or is the authorized representative of   Worldwide Equipment  ,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

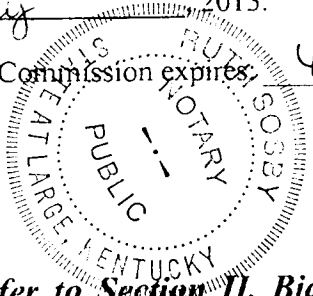
  Aaron Smith     Worldwide Equipment  

STATE OF   Kentucky  

COUNTY OF   Fayette  

The foregoing instrument was subscribed, sworn to and acknowledged before me by   Aaron Smith   on this the   2<sup>nd</sup>   day of   May   2013.

My Commission expires:   4/28/2014  



  [Signature]     418335    
NOTARY PUBLIC, STATE AT LARGE

**Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.**

# **I. GREEN PROCUREMENT**

## **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

### Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

## **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

## **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #50-2013 Truck & Auto Batteries"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances



of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
  
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  
  - () 3. Procurement Level Contract
  
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
  
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
  
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
  
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
  
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*


\*\*\*\*\*


The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened

against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
\_\_\_\_\_  
Signature

5-1-13  
\_\_\_\_\_  
Date

COMPLY  
YES/NO

**1.0 SCOPE AND CLASSIFICATION**

1.1 This specification describes the **minimum** requirements for lead acid wet cell automotive type batteries, pre-filled and charged.

**2.0 REQUIRMENTS**

2.1 All specifications, performance rating, and testing methods **shall** conform to standards adopted by the Battery Council International (BCI).

2.2 **Bid shall include pick up of any and all old batteries at time of new battery delivery. Batteries shall be delivered on a pallet, cores to be returned will also be loaded on a pallet, a forklift will be used for loading and unloading. Evidence that the bidder is registered with the Federal EPA as a Hazardous Waste Transporter shall be submitted with bid. Bidder's EPA ID Number shall be included. Transporter shall also be registered with the Kentucky Division of Waste Management. A copy of the bidder's Kentucky Waste Hauler Permit shall be submitted with bid. Bidder will certify that the final destination of the old batteries is an EPA permitted and licensed recycler.**

2.3 Literature: Battery manufacturer's list price sheet with complete specifications and conditions of warranty **shall** be submitted with bid. Literature submitted **shall** show compliance with the performance rating requirements of this specification. Literature **shall** clearly indicate the battery manufacturer as well as any trade name(s) which may be used. Literature **shall** be manufacturer's original printed material.

2.4 Prices: Bidders **shall** indicate what discount if any is to be taken from the manufacturer's list price sheets submitted with bid. Bid price levels **shall** remain in effect throughout the term of this contract. Actual price may change as manufacturer prices change. The table below shows the **minimum** performance ratings for our most commonly used batteries. A price contract will be awarded to the bidder whose price less any discount is the most favorable for the group sizes listed in the table below. *The price contract and the discount level bid will apply to the manufacturer's entire product line.*

<i>BCI Group</i>	<i>CA@32F</i>	<i>CCA@0F</i>	<i>Price</i>
22F	540	425	
22NF	430	360	
26	665	540	
27	715	575	
31 (screw post)	1190	1000	64.99
31 (std post)	1190	1000	64.99
40	810	650	
58	725	580	
58R	725	580	
70	900	720	
24/24F/74 dual terminal	1020	850	
26/26R/70 dual terminal	900	720	

2.5 Due to the high demands of the Group 65 battery which is primarily used in police vehicles the following spec will pertain to this battery:

<i>BCI Group</i>	<i>CA@32F</i>	<i>CCA@0F</i>	<i>Price</i>
65	1000	850	

Warranty for Group 65: 100 month (8+ years) **minimum**, unlimited mileage, replacement pro-rated warranty with 36 month (3 year) free replacement coverage.

2.6 LFUCG reserves the right to revert to OEM batteries only for the Group 65.

2.7 Bid price **shall** include same day delivery to requesting division's location. Majority of product will be delivered to the Division of Fleet Services facility at 669 Byrd Thurman Drive, Lexington, KY.  
Secondary location Fire Department maintenance garage located at 219 East 3<sup>rd</sup> St. Lexington.

### 3.0 EXCEPTION PAGE

3.1 All exceptions to bid specifications **shall** be listed on exception page. Exceptions **shall** be listed by specification number and state exception taken.

**Automotive (other than the Group 65) and light truck batteries shall have a minimum 6 year full replacement warranty.**





**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against

claims for injuries to persons or damages to property which may arise from or in connection with the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the

insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### **DEFAULT**

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00387150



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: RD

DATE (MM/DD/YYYY)

05/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

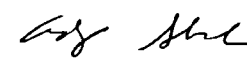
<b>PRODUCER</b> Shafer Insurance Agency, Inc. 1100 Marion Street, Suite 100 Knoxville, TN 37921-6856 Alexander (Andy) C. Shafer		Phone: 865-546-0761 Fax: 865-637-2247	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>WORLD-4</b>	FAX (A/C, No.): INSURER(S) AFFORDING COVERAGE <b>INSURER A: Westfield Group</b> NAIC # <b>24112</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Worldwide Equipment Enterprises, Inc. etal P O Box 1370 Prestonburg, KY 41653				

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		<b>CMM5187150</b>	<b>05/15/2013</b>	<b>05/15/2014</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Dealer Phys Dmg		<b>CMM5187150</b>	<b>05/15/2013</b>	<b>05/15/2014</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <b>Garage Liab</b> \$ <b>1,000,000</b> <b>Dealer Phys Dmg</b> \$ <b>\$1000 Deduct</b>
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>		<b>CMM5187150</b>	<b>05/15/2013</b>	<b>05/15/2014</b>	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> <b>Follow</b> \$ <b>Auto &amp; GL</b> <b>Forms</b> \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	<b>NOT WRITTEN W/SHAFFER INSURANCE</b>			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Transportation</b> <b>Property</b>		<b>CMM5187150</b>	<b>05/15/2013</b>	<b>05/15/2014</b>	<b>Trans</b> <b>100,000</b> <b>Deduct</b> <b>2,500</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Lexington Fayette Urban Co. Government "LFUCG" 669 Byrd Thurman Dr. Lexington, KY 40510	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**INVITATION TO BID**

Bid Invitation Number: #50-2013

Date of Issue: 04/22/2013

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **05/6/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320**

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications

Bid Security Required: \_\_\_ Yes X No      Performance Bond Required: \_\_\_ Yes X No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Quantity	Commodity/Service
<b>Price Contract</b>	<b>Truck &amp; Auto Batteries</b>

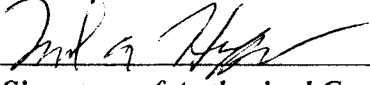
<b><u>Check One:</u></b>	<b><u>Proposed Delivery:</u></b>
<input type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> days after acceptance of bid.
<input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<input type="checkbox"/> days after acceptance of bid.

<b><u>Procurement Card Usage</u></b>
<input checked="" type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?
<input type="checkbox"/> No

Submitted by:

Batteries Plus  
*Firm*  
3094 Richmond Rd  
*Address*  
Lexington, KY 40509  
*City, State & Zip*

***Bid must be signed:  
(original signature)***

      GM      5/3/13  
*Signature of Authorized Company Representative - Title*  
Michael Hunsinger  
*Representative's Name (Typed or printed)*  
859 266 0815      859 266 3288  
*Area Code - Phone - Extension*      *Fax #*  
batteriesplus@windstream.net  
*E-Mail Address*

***The Affidavit in this bid must be completed before your firm can be considered for award of this contract.***

**AFFIDAVIT**

Comes the Affiant, Michael Hunsinger, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Michael Hunsinger and he/she is the individual submitting the bid or is the authorized representative of

Batteries Plus,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

[Signature]

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by MICHAEL HUNSINGER on this the 3 day

of May, 2013.

My Commission expires: May 4 2013

[Signature: Kelly Ratliff]  
NOTARY PUBLIC, STATE AT LARGE

***Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.***

## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No



## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #50-2013 Truck & Auto Batteries"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (**Space Checked Applies**)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

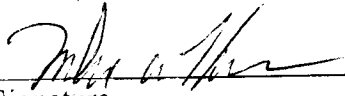
\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

Butteries Plus  
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:


1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened



against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

- 18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
\_\_\_\_\_  
Signature

5/3/2013  
Date

COMPLY  
YES/NO

**1.0 SCOPE AND CLASSIFICATION**

1.1 This specification describes the **minimum** requirements for lead acid wet cell automotive type batteries, pre-filled and charged.

**2.0 REQUIRMENTS**

2.1 All specifications, performance rating, and testing methods **shall** conform to standards adopted by the Battery Council International (BCI).

2.2 Bid shall include pick up of any and all old batteries at time of new battery delivery. Batteries shall be delivered on a pallet, cores to be returned will also be loaded on a pallet, a forklift will be used for loading and unloading. Evidence that the bidder is registered with the Federal EPA as a Hazardous Waste Transporter shall be submitted with bid. Bidder's EPA ID Number shall be included. Transporter shall also be registered with the Kentucky Division of Waste Management. A copy of the bidder's Kentucky Waste Hauler Permit shall be submitted with bid. Bidder will certify that the final destination of the old batteries is an EPA permitted and licensed recycler.

2.3 Literature: Battery manufacturer's list price sheet with complete specifications and conditions of warranty **shall** be submitted with bid. Literature submitted **shall** show compliance with the performance rating requirements of this specification. Literature **shall** clearly indicate the battery manufacturer as well as any trade name(s) which may be used. Literature **shall** be manufacturer's original printed material.

2.4 Prices: Bidders **shall** indicate what discount if any is to be taken from the manufacturer's list price sheets submitted with bid. Bid price **levels shall** remain in effect throughout the term of this contract. Actual price may change as manufacturer prices change. The table below shows the **minimum** performance ratings for our most commonly used batteries. A price contract will be awarded to the bidder whose price less any discount is the most favorable for the group sizes listed in the table below. *The price contract and the discount level bid will apply to the manufacturer's entire product line.*

BCI Group	CA@32F	CCA@0F	Price
22F	540	425	\$ 52.46
22NF	430	360	\$ 47.16
26	665	540	\$ 52.16
27	715	575	\$ 66.56
31 (screw post)	1190	1000	\$ 91.59
31 (std post)	1190	1000	\$ 91.59
40	810	650	\$ 70.66
58	725	580	\$ 58.86
58R	725	580	\$ 58.86
70	900	720	\$ 51.40
24/24F/74 dual terminal	1020	850	\$ 77.38
26/26R/70 dual terminal	900	720	\$ 63.75

PRICE 35% OFF SD INVOICE PRICE

2.5 Due to the high demands of the Group 65 battery which is primarily used in police vehicles the following spec will pertain to this battery:

<i>BCI Group</i>	<i>CA@32F</i>	<i>CCA@0F</i>	<i>Price</i>
65	1000	850	75.69

Warranty for Group 65: 100 month (8+ years) **minimum**, unlimited mileage, replacement pro-rated warranty with 36 month (3 year) free replacement coverage.

2.6 LFUCG reserves the right to revert to OEM batteries only for the Group 65.

2.7 Bid price **shall** include same day delivery to requesting division's location. Majority of product will be delivered to the Division of Fleet Services facility at 669 Byrd Thurman Drive, Lexington, KY. Secondary location Fire Department maintenance garage located at 219 East 3<sup>rd</sup> St. Lexington.

**3.0 EXCEPTION PAGE**

3.1 All exceptions to bid specifications **shall** be listed on exception page. Exceptions **shall** be listed by specification number and state exception taken.

**Automotive (other than the Group 65) and light truck batteries shall have a minimum 6 year full replacement warranty.**

EXCEPTION PAGE

Specification  
Number

Exception Taken

Specification Number	Exception Taken
1	PRICE ONLY Valid for
	DEKA WARRANTY
	REFERENCED ON
	PRICE sheet

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against

claims for injuries to persons or damages to property which may arise from or in connection with the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the

insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### **DEFAULT**

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00387150



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **#50-2013**

Date: April 22, 2013

Subject: Truck Auto Batteries

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

Please be advised of the following clarifications to the above referenced Bid:

1. Selected vendors shall be within 90 miles of Lexington, Ky. and shall also have company vehicles servicing Lexington, with at least one (1) delivery/pickup per day.

Todd Slatin, Acting Director  
Division of Central Purchasing

All other terms and conditions of the RFP/RFI and specifications are unchanged.

This letter should be signed, attached to and become a part of your proposal.

PROPOSAL OF: Batteries Plus

ADDRESS: 3094 Richmond Rd.  
Lex, KY 40509

SIGNATURE OF SUBMITTER:  5/3/2013





FWA 510-651-3297

# EAST PENN manufacturing co., inc.

MAIN OFFICE  
LYON STATION, PA. 19536  
PHONE (215) 682-6361

November 3, 1988

East Penn Manufacturing Co., Lyon Station, Pennsylvania has received Part B Permit Number PAD002330165 from the Commonwealth of Pennsylvania Department of Environmental Resources for our hazardous waste management facilities. The permit is dated September 23, 1988.

Included in our permit documents is our Part A Application as an owner and operator of a facility that stores spent batteries before reclaiming them.

Below is a photo copy of the acknowledgment that we received from the United States Environmental Protection Agency to show that we had filed a Notification of Hazardous Waste Activity.

To the best of my knowledge, East Penn Manufacturing Co. is satisfying all state and federal regulatory requirements for the receipt and processing of spent lead/acid storage batteries.

*Daniel G. Dellicker*  
Daniel G. Dellicker, P.E.  
Senior Project Engineer

	<b>ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY</b>
<p>This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.</p>	
EPA I.D. NUMBER	<div style="border: 1px solid black; padding: 5px;"> <p>PAD 00 233 0165 East Penn MFG. Company Inc. P. O. Box 15 Lyon Station, Penna. 19536</p> </div>
INSTALLATION ADDRESS	<div style="border: 1px solid black; padding: 5px;"> <p>DEKA Road Lyon Station, Penna. 19536</p> </div>
EPA Form 8700-12A (4-80)	

MANUFACTURERS OF STORAGE BATTERIES-BATTERY CABLES-HOLD DOWNS & TERMINALS-BOOSTER CABLES

BRANCH PLANT: FEDERAL BATTERY & CABLE MFG. CO. HIALEAH, FLORIDA

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2010-2013**

**Registrant:** TAYLOR BATTERY CO  
Attn: B C PAYNE  
PO BOX 19001  
LOUISVILLE, KY 40259

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No:** 051710 002 014SU    **Issued:** 5/19/2010

**Expires:** 6/30/2013

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE., Washington, DC 20590, telephone (202) 366-4109.

Kentucky Department for Environmental Protection  
 Division of Waste Management  
 Hazardous Waste Branch  
 200 Fair Oaks Lane - Frankfort KY 40601  
**Registration of Hazardous Waste  
 Transportation Activity**

**Important Note:** This form is to be used by companies whose only hazardous waste activity in Kentucky is transportation. Companies based in Kentucky that conduct hazardous waste transportation in addition to other hazardous waste activities or waste oil/hazardous waste fuel activities must register on Form DEP-7037, Registration of Hazardous Waste Activity.

DO NOT WRITE IN  
THIS SPACE

EPA ID Number: PAD 00 233 0165

New     Modification (specify) \_\_\_\_\_

Name: BATTERIES PLUS

Location Address: 3094 RICHMOND RD.

City: LEXINGTON

State: KY Zip Code: 40509

Contact Person: MICHAEL HUNSINGER

Title: GENERAL MANAGER Phone: 859-266-0815

Official Mailing Address: 3094 RICHMOND RD.

City: LEXINGTON State: KY Zip Code: 40509

Legal Owner Name: CURTIS RITTERLING

Legal Owner Address: PO BOX 430

City: ELBERFIELD State: IN Zip Code: 47613 Phone #: 859-266-0815

Type of Ownership Code: Private SIC Code(s): (1) 3692 (2) 5013 (See Instructions for correct codes)

NAICS Code: (1) 335911 (2) 335912

Type of Activity:     Transport for Hire     Transport for Self

Mode of Transportation:     Air     Rail     Highway     Water     Other (specify) \_\_\_\_\_

Types of Waste Transported:     Hazardous     PCB's     Radioactive     Non-Hazardous     Waste Oil


Other (specify) \_\_\_\_\_

**KENTUCKY-BASED TRANSPORTERS ONLY:**

A. County: \_\_\_\_\_ B. Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_

C: Do you wash trucks at this location?     Yes     No

**CERTIFICATION:** I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Signature  


Name and Official Title (type or print)

Michael Hunsinger

Date

5/3/2013



KENTUCKY DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
DIVISION OF WASTE MANAGEMENT  
CERTIFICATE OF REGISTRATION  
FOR HAZARDOUS WASTE MANAGEMENT ACTIVITY

**ISSUED TO:**

BATTERIES PLUS  
ATTN: MICHAEL HUNSINGER  
3094 RICHMOND ROAD  
LEXINGTON, KY 40509

**LOCATED AT:**

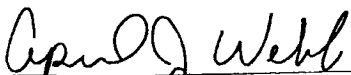
3094 RICHMOND ROAD  
LEXINGTON, KY 40509

**TYPE OF CERTIFICATE:** NEW

The Division of Waste Management hereby issues the above-named installation a Certificate of Registration for the hazardous waste activity specified below. This Certificate is issued under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Conformance with all applicable laws and regulations is the responsibility of the registrant. All rights of inspection by representatives of the Division of Waste Management are reserved.


This Certificate supersedes all previous Certificates of Registration.

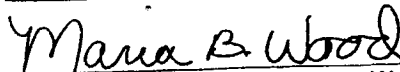
**EPA ID NUMBER:** KYR-000-052-233  
**AI NUMBER:** 110647  
**STATE:** KENTUCKY  
**ISSUED:** 02/16/2011  
**EFFECTIVE:** 02/10/2011  
**EXPIRATION:** NONE  
**ACTIVITY:** TRANSPORTER OF HAZARDOUS WASTE



April J. Webb, P.E.  
Branch Manager  
Hazardous Waste Branch







Carla Cornett/Edith Greer/Maria Wood  
Environmental Technologists

Questions concerning this Certificate should be directed to Carla Cornett, Edith Greer or Maria Wood at  
(502) 564-6716

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Molyneaux Insurance, Inc. 100 Kirkwood Blvd. P.O. Box 939 Davenport, IA 52805	<b>CONTACT NAME:</b> Penny Wilhelm
	<b>PHONE (A/C, No, Ext):</b> 563 324-1011 <b>FAX (A/C, No):</b> 563 324-7909 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Ritz Development, LLC dba Batteries Plus 155 Main St. P.O. Box 430 Elberfeld, IN 47613-6989	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> The Travelers Indemnity Co. of
	<b>INSURER B:</b> The Travelers Indemnity Company
	<b>INSURER C:</b> Farmington Casualty Co.
	<b>INSURER D:</b> Travelers Property Casualty Co
	<b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			I6805426W274	11/25/2012	11/25/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
D	AUTOMOBILE LIABILITY			BA5426W680	11/25/2012	11/25/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Drive Oth Car						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP7838W737	11/25/2012	11/25/2013	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IFUB5427W209	11/25/2012	11/25/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y					E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Fayette County Clerk 162 East Main Street Lexington, KY 40507-1363	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Client#: 35428

BPRIT

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Molyneux Insurance, Inc.</b> <b>100 Kirkwood Blvd.</b> <b>P.O. Box 939</b> <b>Davenport, IA 52805</b>	<b>CONTACT NAME:</b> Penny Wilhelm <b>PHONE (A/C, No, Ext):</b> 563 324-1011 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 563 324-7909													
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> <b>OCCUR</b>		I6805426W274	11/25/2012	11/25/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA5426W680	11/25/2012	11/25/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$5,000		CUP7838W737	11/25/2012	11/25/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		IFUB5427W209	11/25/2012	11/25/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Fayette County Clerk  
 162 East Main Street  
 Lexington, KY 40507-1363

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

© 1988-2010 ACORD CORPORATION. All rights reserved.

**INVITATION TO BID**

Bid Invitation Number: #50-2013

Date of Issue: 04/22/2013

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **05/6/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320**

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications

Bid Security Required: \_\_\_ Yes X No Performance Bond Required: \_\_\_ Yes X No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Quantity	Commodity/Service
Price Contract	Truck & Auto Batteries

<u>Check One:</u> <input checked="" type="checkbox"/> Bid Specifications Met <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<u>Proposed Delivery:</u> ___ / ___ days after acceptance of bid.
--	--

<u>Procurement Card Usage</u> <input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> No
--

Submitted by: Koi Auto Parts (Ky motor service)  
 Firm  
1105 Winchester Rd  
 Address  
Lexington, Ky. 40505  
 City, State & Zip

**Bid must be signed:  
(original signature)**

Kenny Kay  
 Signature of Authorized Company Representative - Title  
KENNY KAY  
 Representative's Name (Typed or printed)  
859-252-6111 859-252-0804  
 Area Code - Phone - Extension Fax #  
Kenny.Kay@KoiAutoParts.com  
 E-Mail Address

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**

**AFFIDAVIT**

Comes the Affiant, Kenny Kay, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Kenny Kay and he/she is the individual submitting the bid or is the authorized representative of Koi Auto Parts (Ky Motor Service),

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Kenny Kay

STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Kenny Kay on this the 4<sup>th</sup> day of MAY, 2013.

My Commission expires: 12/27/2015



[Signature]  
NOTARY PUBLIC, STATE AT LARGE

**Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.**



## **I. GREEN PROCUREMENT**

### **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### Key Benefits

These products use 25 to 50% less energy  
Reduced energy costs without compromising quality or performance  
Reduced air pollution because fewer fossil fuels are burned  
Significant return on investment  
Extended product life and decreased maintenance

### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

### **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  No

**II. Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #50-2013 Truck & Auto Batteries"**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
  
- B. Price Changes (**Space Checked Applies**)
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  
  - () 3. Procurement Level Contract
  
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
  
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
  
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
  
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
  
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

## EQUAL OPPORTUNITY AGREEMENT

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### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

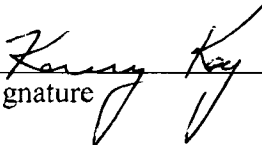
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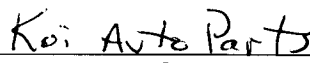
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

  
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

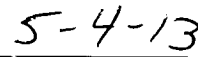


11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened

against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
Signature \_\_\_\_\_

  
Date \_\_\_\_\_

# DeKA East Penn

COMPLY  
YES/NO

✓	<p><b>1.0 SCOPE AND CLASSIFICATION</b></p> <p>1.1 This specification describes the <b>minimum</b> requirements for lead acid wet cell automotive type batteries, pre-filled and charged.</p>																																									
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# DEKA EAST PENN

2.5 Due to the high demands of the Group 65 battery which is primarily used in police vehicles the following spec will pertain to this battery:

BCI Group	CA@32F	CCA@0F	Price
65	1000	850	569.07 ALI ✓

Warranty for Group 65: 100 month (8+ years) **minimum**, unlimited mileage, replacement pro-rated warranty with 36 month (3 year) free replacement coverage.

2.6 LFUCG reserves the right to revert to OEM batteries only for the Group 65.

2.7 Bid price **shall** include same day delivery to requesting division's location. Majority of product will be delivered to the Division of Fleet Services facility at 669 Byrd Thurman Drive, Lexington, KY. Secondary location Fire Department maintenance garage located at 219 East 3<sup>rd</sup> St. Lexington.

### 3.0 EXCEPTION PAGE

3.1 All exceptions to bid specifications **shall** be listed on exception page. Exceptions **shall** be listed by specification number and state exception taken.

**Automotive (other than the Group 65) and light truck batteries shall have a minimum 6 year full replacement warranty.**

# DeKA EAST PENN

## EXCEPTION PAGE

Specification Number	Exception Taken
3.1	MANUFACTURE WARRANTY AS STATED WITH ENCLOSED LITERATURE.

# Motorcraft

COMPLY  
YES/NO

✓	<p><b>1.0 SCOPE AND CLASSIFICATION</b></p> <p>1.1 This specification describes the <b>minimum</b> requirements for lead acid wet cell automotive type batteries, pre-filled and charged.</p>																																									
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# MOTORCRAFT

## EXCEPTION PAGE

Specification  
Number

Exception Taken

Specification Number	Exception Taken
3.1	MANUFACTURES WARRANTY AS STATED WITH ENCLOSED LITERATURE.



# AC Delco

COMPLY  
YES/NO

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# AC Delco

2.5 Due to the high demands of the Group 65 battery which is primarily used in police vehicles the following spec will pertain to this battery:

<i>BCI Group</i>	<i>CA@32F</i>	<i>CCA@0F</i>	<i>Price</i>
65	1000	850	3290 <i>off list</i>

Warranty for Group 65: 100 month (8+ years) **minimum**, unlimited mileage, replacement pro-rated warranty with 36 month (3 year) free replacement coverage.

2.6 LFUCG reserves the right to revert to OEM batteries only for the Group 65.

2.7 Bid price **shall** include same day delivery to requesting division's location. Majority of product will be delivered to the Division of Fleet Services facility at 669 Byrd Thurman Drive, Lexington, KY. Secondary location Fire Department maintenance garage located at 219 East 3<sup>rd</sup> St. Lexington.

### 3.0 EXCEPTION PAGE

3.1 All exceptions to bid specifications **shall** be listed on exception page. Exceptions **shall** be listed by specification number and state exception taken.

**Automotive (other than the Group 65) and light truck batteries shall have a minimum 6 year full replacement warranty.**

AC Delco

EXCEPTION PAGE

Specification  
Number

Exception Taken

Specification Number	Exception Taken
3.1	MANUFACTURE WARRANTY AS STATED WITH ENCLOSED LITERATURE

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against

claims for injuries to persons or damages to property which may arise from or in connection with the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the

insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### **DEFAULT**

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00387150



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SHOPPING CART (0 items)



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- Batteries
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  - Motorcraft® Tested Tough® MAX Batteries
  - Dual-Terminal Batteries
  - Fleet Tough Commercial Batteries
  - Fleet Tough/EXTRA Batteries
  - Specialty Batteries
- Belts
- Brakes
- Chassis
- Chemicals and Lubricants
- Collision Parts
- Cooling Systems and Caps
- Distributors
- Drivetrain Parts
- Filters
- Fuel Pumps
- Hoses
- Ignition
- Powertrain Products
- Parts Warranties
- Relays, Control Modules, Solenoids
- Senders (Coolant Temperature and Oil Pressure)
- Sensors, Emission Components
- Small Electric Motors
- Spark Plugs
- Starters
- Steering
- Suspension
- Switches
- Wiper Blades
- Wire Sets/Wiring Pigtail Kits

**Premium-quality automotive replacement batteries**

- Excellent limited warranty\* coverage – 100-month, 8+ years, unlimited mileage
- 36-month/3-year FREE replacement period
- Long life alloys and optimized grid design provide excellent performance over conventional designs in high heat conditions
- Envelope separators help produce less sludge and add to battery life
- Motorcraft® Tested Tough® MAX® BATT Elite® state-of-the-art technology enhances battery longevity and reduces recharging time
- Recommended by Ford Motor Company

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Find parts

**View Battery Video**


Search all Motorcraft® batteries by VIN, vehicle application or part number

View Motorcraft® battery terms and limitations

\*See dealer's literature for details of the warranty.



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Check out the #21 Ford Fusion



**NHRA**  
See the Shelby Mustang Nitro Funny Car.

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**TESTED TOUGH MAX SERIES**  
**Battery Warranty Adjustment Table**


**Tested Tough MAX** For \$99.95 Retail Value Batteries Gratis Period: 36 Months

			0 to 36 Months					37	38	39	40	41
			No Charge Replacement					\$37.00	\$38.00	\$39.00	\$40.00	\$41.00
			42	43	44	45	46	47	48	49	50	51
			\$42.00	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00	\$48.00	\$49.00	\$50.00	\$51.00
52	53	54	55	56	57	58	59	60	61	62	63	64
\$52.00	\$53.00	\$54.00	\$55.00	\$56.00	\$57.00	\$58.00	\$59.00	\$60.00	\$61.00	\$62.00	\$63.00	\$64.00
65	66	67	68	69	70	71	72	73	74	75	76	77
\$65.00	\$66.00	\$67.00	\$68.00	\$69.00	\$70.00	\$71.00	\$72.00	\$73.00	\$74.00	\$75.00	\$76.00	\$77.00
78	79	80	81	82	83	84	85	86	87	88	89	90
\$78.00	\$79.00	\$80.00	\$81.00	\$82.00	\$83.00	\$84.00	\$85.00	\$86.00	\$87.00	\$88.00	\$89.00	\$90.00
91	92	93	94	95	96	97	98	99	100			
\$91.00	\$92.00	\$93.00	\$94.00	\$95.00	\$96.00	\$97.00	\$98.00	\$99.00	\$100.00			

**Tested Tough MAX** For \$104.95 Retail Value Batteries Gratis Period: 36 Months

			0 to 36 Months					37	38	39	40	41
			No Charge Replacement					\$38.85	\$39.90	\$40.95	\$42.00	\$43.05
			42	43	44	45	46	47	48	49	50	51
			\$44.10	\$45.15	\$46.20	\$47.25	\$48.30	\$49.35	\$50.40	\$51.45	\$52.50	\$53.55
52	53	54	55	56	57	58	59	60	61	62	63	64
\$54.60	\$55.65	\$56.70	\$57.75	\$58.80	\$59.85	\$60.90	\$61.95	\$63.00	\$64.05	\$65.10	\$66.15	\$67.20
65	66	67	68	69	70	71	72	73	74	75	76	77
\$68.25	\$69.30	\$70.35	\$71.40	\$72.45	\$73.50	\$74.55	\$75.60	\$76.65	\$77.70	\$78.75	\$79.80	\$80.85
78	79	80	81	82	83	84	85	86	87	88	89	90
\$81.90	\$82.95	\$84.00	\$85.05	\$86.10	\$87.15	\$88.20	\$89.25	\$90.30	\$91.35	\$92.40	\$93.45	\$94.50
91	92	93	94	95	96	97	98	99	100			
\$95.55	\$96.60	\$97.65	\$98.70	\$99.75	\$100.80	\$101.85	\$102.90	\$103.95	\$105.00			

**Tested Tough MAX** For \$109.95 Retail Value Batteries Gratis Period: 36 Months

			0 to 36 Months					37	38	39	40	41
			No Charge Replacement					\$40.70	\$41.80	\$42.90	\$44.00	\$45.10
			42	43	44	45	46	47	48	49	50	51
			\$46.20	\$47.30	\$48.40	\$49.50	\$50.60	\$51.70	\$52.80	\$53.90	\$55.00	\$56.10
52	53	54	55	56	57	58	59	60	61	62	63	64
\$57.20	\$58.30	\$59.40	\$60.50	\$61.60	\$62.70	\$63.80	\$64.90	\$66.00	\$67.10	\$68.20	\$69.30	\$70.40
65	66	67	68	69	70	71	72	73	74	75	76	77
\$71.50	\$72.60	\$73.70	\$74.80	\$75.90	\$77.00	\$78.10	\$79.20	\$80.30	\$81.40	\$82.50	\$83.60	\$84.70
78	79	80	81	82	83	84	85	86	87	88	89	90
\$85.80	\$86.90	\$88.00	\$89.10	\$90.20	\$91.30	\$92.40	\$93.50	\$94.60	\$95.70	\$96.80	\$97.90	\$99.00
91	92	93	94	95	96	97	98	99	100			
\$100.10	\$101.20	\$102.30	\$103.40	\$104.50	\$105.60	\$106.70	\$107.80	\$108.90	\$110.00			

For batteries not listed above, the Cost per Month may be determined by dividing the Suggested List Price by the total length of the warranty.

Charge the retail customer the amount corresponding to the type and age of the battery being replaced. Remember the warranty only starts over if the customer pays a retail adjustment amount from this table.



## ACDELCO BATTERY WARRANTY QUICK REFERENCE CHART

BATTERY TYPE (See 7A-28, 7A-29 or 7A-29, 7A-30 additional battery listings)	NON-COMMERCIAL		COMMERCIAL			
	TYPE ONE SERVICE		TYPE ONE SERVICE ①		TYPE TWO SERVICE ②	
	No Charge Warranty Period (In Months)	Months of Warranty and Adjusted Service	No Charge Warranty Period (In Months)	Months of Warranty and Adjusted Service	No Charge Warranty Period (In Months)	Months of Warranty and Adjusted Service
Professional 5YR Series	20	60	20	60	3	24
Professional 6YR Series	30	72	30	72	3	24
Professional 7YR Series	50	84	50	84	3	36
Professional Platinum 7YR Series	50	84	50	84	6	36
60 Series (Automotive)	18	60	12	60	3	24
Professional P Series (Red)	18	-	18	-	12	-
Professional PS Series (Silver)	30	-	30	-	18	-
Professional PG Series (Gold)	42	-	42	-	24	-
Advantage	18	-	18	-	12	-
AGM (48AGM, 49AGM, 94RAGM)	36	-	36	-	24	-
31 AGM (CRT, CRAT, DCT, DCAT)	24	-	24	-	24	-
EREV (Extended Range Electric Vehicle, EVLN2)	24	-	24	-	-	-
Fleet (65Fleet)	30	-	30	-	30	-
Conventional (Sold on/after 3/1/12)	12	-	12	-	12	-
Heavy Duty (Sold on/after 3/1/12)	18	-	-	-	18	-
Lawn and Garden (Sold on/after 3/1/12)	12	-	-	-	12	-
Marine (Sold on/after 3/1/12)	18	-	-	-	18	-
Motorcycle/ATV/Powersport (Sold on/after 3/1/12)	6	-	-	-	6	-

- ① Passenger Car & Light Trucks thru One-Ton (Except Police Cars & Taxis)  
 ② Buses Trucks Over One-Ton, Tractors, Taxis, Police Cars, RV/Marine & All Other Applications

### WARRANTY DOES NOT COVER

Discharged batteries that can be recharged and returned to service.  
 Cost of recharging or for use of rental batteries or vehicles.  
 Labor cost for battery removal and installation.  
 Batteries damaged due to charging system failure, negligence, abuse, accident, improper installation, or freezing.  
 Loss of time, inconvenience, loss of vehicle use, or other incidental consequential damages.  
 ACDelco batteries claimed as "New Defective" which are aged from the battery code date (date of production) beyond the following limits:

Battery Type	Time Period
Professional 5YR, 6YR & 7YR	18 Months
Professional P, PS, PG Series	18 Months
60 Series and Advantage	18 Months
AGM and EREV	18 Months
Heavy Duty, Voyager, High Cycle and Deep Cycle Series	12 Months

\*\*Retail transactions require proof of purchase to establish beginning date of warranty.

ACDELCO BATTERY WARRANTY QUICK REFERENCE

**ACDelco**

# ACDelco 65FLEET - Maintenance Free Battery

Performance that handles the punishment of  
*your police or taxi fleet.*

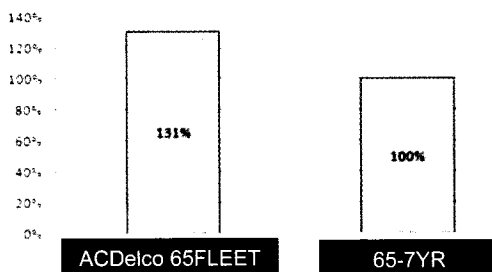
**30 month free replacement period**

Application tip:

Fits all your Ford, Lincoln or Mercury vehicles requiring a group 65 battery built since the year 2000.



J-2801 Life Test % Improvement



Tested:

The ACDelco 65FLEET has 31% greater cycling performance than a traditional 65 series battery.

**Fusion Weld**



Helps insure long battery life.

**Negative Paste Formulation**

The extreme bond of the negative paste resists flaking to improve overall performance and increase battery life.

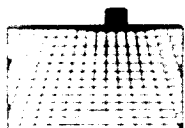
**Enhanced Life Alloy**

Calcium alloy increases cycle life, improves performance and reduces water consumption.

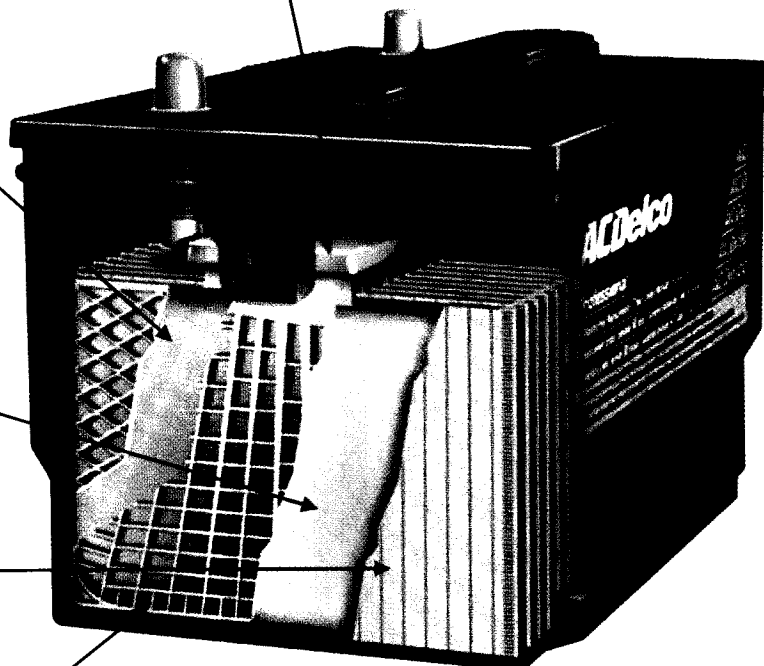
**Robust Envelope Separator**

Resists punctures and improves acid circulation allowing the battery to remain cooler, helping to extend battery life.

**Framed Positive Grid**



Optimized for conductivity, the framed positive grid technology is vibration resistant and offers excellent cycling performance.



Deka East Penn

**1-800-237-6126**  
**NATIONWIDE LIMITED WARRANTY**

Contact:  
 Warranty Program  
 Administrator  
 P.O. Box 33535,  
 Denver, CO 80233

**1-800-237-6126**

Hours: 8:00 a.m. to 8:00 p.m. Monday through Friday  
 Saturday from 9:00 a.m. to 6:00 p.m. excluding holidays.  
 (Eastern Time)

PART NO.	MTHS. FREE	PART NO.	MTHS. FREE	PART NO.	MTHS. FREE
<b>12V AGM VALVE REG.™</b>		<b>12V PREMIUM A3™ TECH.™(cont.)</b>		<b>12V PREMIUM A3™ TECH.™(cont.)</b>	
9A78DT	24	624MF	18	678MF	18
9A78CDT	24	524MF	18	578MF	18
9A34	24	424MF	12	685MF	18
9A34R	24	624FMF	18	586MF	18
9A47	24	524FMF	18	690MF	18
9A48	24	424FMF	12	691MF	18
9A49	24	525MF	18	692MF	18
9A65	24	526MF	18	693MF	18
9A78	24	426MF	12	694RMF	18
9A94R	24	526RMF	18	695RMF	18
9A95R	24	426RMF	12	696RMF	18
		627MF	18	697RMF	18
		627FMF	18	6101MF	18
		634MF	18	6121RMF	18
		534MF	18	6124RMF	18
		634RMF	18	5151RMF	18
		535MF	18	8AMU1R	18
		636RMF	18		
		640RMF	18	<b>12V MARINE/RV STARTING CALCIUM MF</b>	
		641MF	18	24M7	12
		642/58R	18	24M6	12
		542/58R	18	24M5	12
		642MF	18	24M4	12
		545MF	18	27M6	12
		647MF	18		
		648MF	18	<b>12V MARINE/RV DUAL PURPOSE STARTING/ CYCLE SERVICE</b>	
		649MF	18	DP24	12*
		650MF	18	DP27	12*
		551MF	18	DP31DT	12*
		651RMF	18		
		551RMF	18	<b>12V MARINE/RV DEEP CYCLE</b>	
		655MF	18	DC24	12*
		658MF	18	DC27	12*
		558MF	18	DC31DT	12*
		658RMF	18		
		659MF	18		
		664MF	18		
		665MF	18		
		565MF	18		
		570MF	18		
		675MF	18		
		575MF	18		

\* Free replacement warranty is 3 months in full electric vehicle use  
 - If battery is used in on-highway vehicles equipped with two-way radios (such as taxis, police, and emergency vehicles), marine applications, off-highway use, and other non-automotive usage, free warranty replacement period will be 6 months.  
 - If battery is used in on-highway vehicles equipped with two-way radios (such as taxis, police, and emergency vehicles), marine applications, off-highway use, and other non-automotive usage, free warranty replacement period will be 18 months. Free replacement warranty is 12 months in deep-cycle use and 3 months in full electric vehicle use.

### **NATIONWIDE LIMITED BATTERY WARRANTY**

This limited warranty is extended only to you, the original purchaser, for the vehicle which the battery was purchased for, and not to anyone who may purchase your vehicle from you during the term of the warranty.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY ON THE PRODUCT. ANY IMPLIED WARRANTIES ARE GOOD ONLY FOR THE LIMITED WARRANTY PERIOD. OTHERWISE, EAST PENN DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **WHAT IS COVERED BY THIS LIMITED WARRANTY**

Batteries eligible to be covered by this Limited Warranty are warranted from the date of sale for the stated period ("MTHS. FREE") shown at place of purchase. Should the battery fail within the free replacement period, due to a defect in materials and/or workmanship (not merely discharged), it will be replaced with the same model battery free of charge. If the same model battery is not available, it will be replaced with a like kind and quality battery. Full warranty will not apply to replacement battery. A free replacement warranty continues from the original battery's date of purchase and does not extend the original warranty period.

### **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY**

This warranty does not apply to discharged batteries that can be recharged and returned to service; labor costs for battery removal and installation; labor costs for other damage or repairs caused by the battery; batteries that have been opened, frozen, or damaged due to neglect or abuse including fire, flood, wreckage, or explosion; batteries with electrolyte other than as recommended by factory or with a "dope" or additive; batteries that fail as a result of a faulty electrical system or other components; batteries of an electrical size or capacity smaller than the one specified by the vehicle manufacturer; batteries used in applications for which they were not designed; nor in cases where the battery was installed and/or charged incorrectly. The warranty does not cover failures that occur outside the United States or Canada, service calls, towing charges, loss of time, inconvenience, loss of use of the vehicle, lost wages or lost profits. **ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE HEREBY SPECIFICALLY EXCLUDED FROM THIS WARRANTY.** Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Unless otherwise precluded by law, this limited warranty shall require no more than the replacement of the subject battery free.

### **HOW TO OBTAIN WARRANTY SERVICE**

You must keep the original purchase invoice or a reasonable copy and present it, along with the battery, when seeking a replacement battery under this warranty.

If you are less than 25 miles away from the original place of purchase, you must return the battery to that place of purchase for any warranty service.

If you are more than 25 miles from the original place of purchase, then you must call the Warranty Administrator prior to any warranty service being performed, at 1-800-237-6126, from 8:00 a.m. to 8:00 p.m., Monday through Friday and Saturday from 9:00 a.m. to 6:00 p.m., (Eastern Time) excluding holidays. The Warranty Administrator will provide to you the nearest participating facility. If there are no participating facilities in your area, you may take your vehicle to a non-participating facility in your area. If the non-participating facility will not accept payment from the Warranty Administrator, you must pay for the warranty service and submit your original sales receipt (or legible copy) and subsequent sales receipt (or legible copy) to the Warranty Administrator for review within 60 days of the date of replacement.

This limited warranty is extended by East Penn Manufacturing Co. This warranty is not a warranty of Automotive Business Solutions, Inc., or its affiliates, subsidiaries, their employees or member companies. Automotive Business Solutions Inc. serves as the Warranty Administrator only.



KENTUCKY DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
DIVISION OF WASTE MANAGEMENT  
CERTIFICATE OF REGISTRATION  
FOR HAZARDOUS WASTE MANAGEMENT ACTIVITY

**ISSUED TO:**

KOI AUTO PARTS  
ATTN: KENNY KAY  
2701 SPRING GORVE AVE.  
CINCINNATI, OH 456250

**LOCATED AT:**

1105 WINCHESTER  
LEXINGTON, KY 40505

**TYPE OF CERTIFICATE:** NEW

The Division of Waste Management hereby issues the above-named installation a Certificate of Registration for the hazardous waste activity specified below. This Certificate is issued under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Conformance with all applicable laws and regulations is the responsibility of the registrant. All rights of inspection by representatives of the Division of Waste Management are reserved.

This Certificate supersedes all previous Certificates of Registration.

**EPA ID NUMBER:** KYR-000-052-340  
**AI NUMBER:** 110947  
**STATE:** KENTUCKY  
**ISSUED:** 3/21/11  
**EFFECTIVE:** 2/17/11  
**EXPIRATION:** NONE  
**ACTIVITY:** HAZARDOUS WASTE, HIGHWAY AUTOMOTIVE BATTERY CORES

*[Handwritten signature]*

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*[Handwritten signature]*

Edith Greer  
Maria Wood  
Registrars

Questions concerning this Certificate should be directed to Edith Greer or Maria Wood at (502) 561-6718

# REGULATORY BULLETIN

August 2009

## EAST PENN MANUFACTURING CO., INC. ENVIRONMENTAL COMPLIANCE FACT SHEET

East Penn Manufacturing Company operates a secondary lead smelting and recycling facility at our Lyon Station, Pennsylvania manufacturing complex. We are permitted to accept spent lead-acid batteries for recycling at this facility under a Pennsylvania Department of Environmental Protection (PA DEP) and United States Environmental Protection Agency (EPA).

### 1. Hazardous Waste Permitting

East Penn operates a secondary EPA (EPCRA) PADD0026301651 secondary lead smelter that recovers lead, sulfur, cadmium, zinc, and polypropylene from spent lead-acid batteries. We maintain a secondary permit storage facility for the spent batteries prior to reclamation. The reclamation activities for recovery of the battery components which are recycled into the production of new batteries at our Lyon Station campus.

### 2. Additional Permits

East Penn's Lyon Battery Plant is a PA DEP NPDES permitted process wastewater treatment facility. The facility operates a zero discharge of treated wastewater to the environment. The NPDES process wastewater on-site or mainly in the production of new batteries. Effluent produced by our treatment process is sold on the open market.

Our smelter has been approved to EPA's Maximum Achievable Control Technology (MACT) requirements and operates under a PA DEP Title V Permit. We produce a nitrogen sulfur dioxide as a result of scrubbing of smelter exhaust gases, which is sold as a fertilizer product. All East Penn manufacturing plants operate PA DEP permitted air pollution control systems.

### 3. Regulatory Agency

East Penn's compliance activities are regularly inspected by personnel from the Reading Office of the PA DEP and the Environmental Protection Office, who monitor our compliance with air water and waste regulations. This office is located at 1005 Cross Roads Boulevard, Reading, PA Phone 610-918-3100.

**EAST PENN manufacturing co., inc.**

#### 4. Site Security

The facility has twenty-four (24) hours of security coverage by a contracted security service.

#### 5. Personnel Training

East Penn's employees receive training in applicable regulatory requirements. Such training includes, but is not limited to, the requirements of OSHA's occupational lead exposure standards, fire training, spill containment, hazard communication, fire training, RCRA hazardous waste management, and OSHA's HAZWOPER. Annual reviews are also conducted. Our manufacturing plant also has an OSHA/EPA trained Hazmat emergency response team.

#### 6. Financial Resources

East Penn has a written Environmental Insurance policy with limits of 2 million dollars per occurrence and a total annual aggregate limit of 10 million dollars. This insurance is issued through American International Group, Inc., Philadelphia, PA, Policy No. 1986489. Also, East Penn has satisfied the financial assurance requirements of the Pennsylvania Department of Environmental Protection for all of its permitted facilities.

#### 7. Inspection Records

East Penn maintains records of all environmental production equipment and pollution control equipment and has been inspected by the DEP. These inspections exceed the requirements of our various environmental discharge permits.

#### 8. Environmental Monitoring

East Penn conducts a groundwater monitoring program in accordance with the PA DEP requirements. Stormwater discharge is monitored in accordance with PA DEP NPDES permit requirements. Air quality monitoring data samples are collected at the property boundaries. Air emission monitoring is also conducted as part of the permitting process. Employees are routinely monitored for biological response and workplace exposure to promote employee health and compliance with the OSHA standards.

#### 9. Manifests and Record Keeping

All hazardous waste manifests and receipts are performed by the Metals Division staff. Manifests are maintained in accordance with PA DEP requirements.

#### 10. Environmental Management Systems

East Penn's manufacturing facilities include the Station, as well as its Wire and Cable Manufacturing Division, which includes its Distribution Center in Tooton, PA. All facilities have received ISO 14001 certification.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID KM

DATE (MM/DD/YYYY)

05/14/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Schiff, Kreidler-Shell, Inc. Gallagher SKS 1 West Fourth St. Suite 1300 Cincinnati OH 45202 Phone: 513-977-3100	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: <b>KENTU-6</b>														
<b>INSURED</b>  K.O.I. Enterprises, Inc. & Subsidiaries P. O. Box 14240 Cincinnati OH 45250	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: right;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: The Cincinnati Insurance Co</td> <td style="text-align: right;">10677</td> </tr> <tr> <td>INSURER B: Bridgefield Casualty Ins Co</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: The Cincinnati Insurance Co	10677	INSURER B: Bridgefield Casualty Ins Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b>								
A	X COMMERCIAL GENERAL LIABILITY				COP2322004	12/31/12	12/31/13	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	X <u>Employers Liab</u>	X			COP2322004	12/31/12	12/31/13	MED EXP (Any one person) \$ 5,000
								PERSONAL & ADV INJURY \$ 1,000,000
								GENERAL AGGREGATE \$ 2,000,000
								PRODUCTS - COMP/OP AGG \$ 1,000,000
								\$
GEN'L AGGREGATE LIMIT APPLIES PER:								
X	POLICY		PRO-JECT		LOC			\$
<b>AUTOMOBILE LIABILITY</b>								
A	X ANY AUTO				CAP5878254	12/31/12	12/31/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS							BODILY INJURY (Per person) \$
	SCHEDULED AUTOS			X				BODILY INJURY (Per accident) \$
	HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS							\$
								\$
A	X UMBRELLA LIAB	X			COP2322004	12/31/12	12/31/13	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB							AGGREGATE \$ 1,000,000
	DEDUCTIBLE							\$
	X RETENTION \$ 0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				194-02732	01/01/13	01/01/14	X WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$ 500,000
								E.L. DISEASE - EA EMPLOYEE \$ 500,000
								E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is additional insured for General Liability and Auto Liability. The General Liability is primary to any insurance available to the additional insured. Products liability coverage is included. 30 days notice of cancellation is provided.

**CERTIFICATE HOLDER                                      CANCELLATION**

<p style="text-align: center;"><b>LEXIN-2</b></p> Lexington Fayette Urban Co. Government 200 East Main Street Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Mark Wilson, CPE, CIC</i>
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