



CONTRACT EXTENTION-4541-18-SH

To: Hensley Battery & Supply
459 28-1/2 Road
Grand Junction, CO 81501

SERVICE DESCRIPTION: SECOND ANNUAL EXTENSION FOR IFB-4249-16-SH Automotive Batteries

This CONTRACT is **extended** as of the **12th day of June, 2017**, by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Hensley Battery & Supply**, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from **July 1, 2018** through **June 30, 2019**.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

Scope of Work: The Contractor shall perform for the City the Work set forth in the Contract Documents reference **IFB-4249-16-SH**. This contract is for **Automotive Batteries** as described in the original solicitation documents.

Contract Documents: The Owner's Invitation for Bids No. IFB-4249-16-SH, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for Automotive Battery Services payable per the terms and conditions as defined by the Contract Documents. **All invoices must reference Contract Number 4372-17-SH** so payment can be applied correctly. The Contractor shall receive the following fee for Automotive Batteries:

BCA Group	Min CCA	Free Repl Period	Price
31 - 7T31	700	18 Mo	\$105.73
31 - 1131MF	900	18 Mo	\$89.05
8D - 708D	1100	12 Mo	\$132.80
26 - 526MF	N/A	12 Mo	\$53.56
65 - 665MF	850	24 Mo	\$83.39
78 - 778MF	800	30 Mo	\$75.71
24 - 7424MF	725	30 Mo	\$75.28
48 - 748MF	730	30 Mo	\$94.55
Discount Percent	Min CCA	Repl Period	Discount
Various other sizes			\$25%

There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on usage as it occurs.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:

Authorized Signature: *[Signature]*
Title: Senior Buyer
Date: June 12, 2017

HENSLEY BATTERY & SUPPLY

Authorized Signature: *[Signature]*
Title: Warehouse manager
Date: June 12, 2018



EASTPEN-01

VASASSAMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2018

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER EHD (Engle-Hambright & Davies, Inc.) One Meridian Blvd Suite 4A01 Wyomissing, PA 19610	CONTACT NAME: Valerie A. Sassaman	
	PHONE (A/C, No, Ext): (610) 374-4893 116	FAX (A/C, No): (610) 374-5612
E-MAIL ADDRESS: vasassaman@ehd-ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : Ace Property & Casualty Insurance Company		20699
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Hensley Battery
7203 E. 47th Avenue Drive
Denver, CO 80216

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		44CSEC73320	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY \$20,000 Comp <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY \$20,000 Coll			44CSEC73321	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XOOG46644645002	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	44WNC73319	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is noted as Additional Insured on the General Liability policy if required by written contract and to the extent required by written contract, subject to policy's terms, conditions, limitations, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction
Purchasing Division
250 North 5th Street
Grand Junction, CO 81501

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

Valerie Sassaman

CONTRACT EXTENTION-4372-17-SH

To: Hensley Battery & Supply
459 28-1/2 Road
Grand Junction, CO 81501

**SERVICE DESCRIPTION: FIRST ANNUAL EXTENSION FOR
IFB-4249-16-SH Automotive Batteries**

This CONTRACT is **extended** as of the **2nd** day of **June, 2017**, by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Hensley Battery & Supply**, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from **July 1, 2017** through **June 30, 2018**.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

Scope of Work: The Contractor shall perform for the City the Work set forth in the Contract Documents reference **IFB-4249-16-SH**. This contract is for **Automotive Batteries** as described in the original solicitation documents.

Contract Documents: The Owner's Invitation for Bids No. IFB-4249-16-SH, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

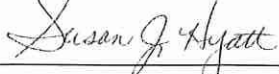
Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for Automotive Battery Services payable per the terms and conditions as defined by the Contract Documents. **All invoices must reference Contract Number 4372-17-SH** so payment can be applied correctly. The Contractor shall receive the following fee for Automotive Batteries:

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48 – 748MF	730	30 Mo	\$94.55
Discount Percent	Min CCA	Repl Period	Discount
Various other sizes			\$25%

There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on usage as it occurs.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:

Authorized Signature: 

Title: Interim Purchasing Supervisor

Date: June 2, 2017

HENSLEY BATTERY & SUPPLY

Authorized Signature: 

Title: manager

Date: June 6, 2017



**Purchase Order
No. 2016-00000504**

DATE 07/01/2016

Ph. (970) 244-1513

Fax (970) 256-4022

Ship To
City of Grand Junction
333 West Ave
Building C
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
333 West Ave
Building C
GRAND JUNCTION, CO 81501

Vendor
VENDOR NO. 2153
Hensley Battery & Supply
P.O. Box 17108
Denver, CO 80217-0108
Phone: (303) 455-3643

PAGE 1 of 1
SHIP VIA Vendor Delivery
DELIVER BY 06/30/2017
FREIGHT TERMS FOB Destination
Buyer Name: Susan Jill Hyatt
Buyer Email: susanh@gjcity.org

Award IFB-4249-16-SH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	OPERATING EQUIPMENT AND SUPPLIES - Automotive Batteries - SEE BID DOCUMENT FOR DETAIL	18,084.3100	\$18,084.31
PURCHASE ORDER TOTAL				\$18,084.31

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544
THIS PURCHASE ORDER ALONG WITH ALL OTHER SOLICITATION DOCUMENTS COMPRISE THE ENTIRE CONTRACT.

By: Susan J. Hyatt



Purchasing Division

Invitation for Bid
IFB-4249-16-SH
AUTOMOTIVE BATTERIES

Responses Due:

June 21, 2016 prior to 2:30 P.M.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:

Susan Hyatt, Senior Buyer

susanh@gjcity.org

Phone (970) 244-1513

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Bid Form / Price Proposal/Bid Schedule Form

1. Instructions to Bidders

- 1.1. **Purpose:** The City of Grand Junction (City) is soliciting competitive bids from qualified and interested companies to establish a contract for the purchase of **automotive batteries**. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- 1.2. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. **Submission:** **Each proposal shall be submitted in PDF electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** **This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.4. **Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.5. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.6. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <http://www.gjcity.org/BidOpenings.aspx>.
- 1.7. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.8. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.9. **Addenda & Interpretations:** All Questions shall be submitted in writing to the appropriate person as shown on the cover page of this document. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made by a written Addendum to the solicitation by

the Owner. Sole authority to authorize addenda shall be vested in the Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Bidders shall acknowledge receipt of all addenda in their response and are solely responsible for obtaining all solicitation documents.

- 1.10. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.11. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.12. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.13. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- 1.14. **Public Opening:** Responses shall be opened in the City Hall Auditorium 250 North 5th Street, Grand Junction, CO 81501 immediately following the solicitation deadline.

2. General Contract Conditions

- 2.1. **The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all

labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.4. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of curing all work of others, destroyed or damaged, by the correction, removal or replacement of defective work.
- 2.5. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.6. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

2.7. Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be

endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.8. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.9. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.10. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in the Contract Documents.
- 2.11. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.12. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.13. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.
- 2.14. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order/Amendment.
- 2.15. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, the Contractor shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order/Amendment.
- 2.16. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. This may be accomplished through a Field Order.
- 2.17. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of

any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of curing all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order/Amendment will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.19. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders/Amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- 2.21. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.22. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.23. Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.
- 2.24. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.

- 2.25. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) acceptance of work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.26. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
- 2.26.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.26.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.26.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.27. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.28. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.29. Failure to Deliver:** In the event of failure of the Contractor to deliver work in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the work from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.30. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

- 2.31. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.32. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.33. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.34. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.36. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.37. Venue:** Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- 2.40. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/Purchase Orders through their Purchasing Office or use their Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.42.1. "Public Works Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement

- suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
 - (c) except any project that receives federal moneys.

2.43. Definitions:

- 2.43.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.2.** "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.43.3.** "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

3. Statement of Work

3.1. General: The purpose of this solicitation is to establish a contract for the purchase of automotive batteries in conjunction with the City's total needs. Although the successful vendor(s) will be designated as the sole provider(s) of specific awarded items to the City during the effective period of the contract, it is hereby agreed and understood that the vendor will be required to provide periodic shipments of items during various delivery cycles throughout the term of the contract.

3.2. Technical Specifications:

- 3.2.1.** All batteries must be sealed cover and maintenance free. All batteries must be high impact polypropylene cases. All batteries must be resistant to vibration damage as determined by SAE standard J537J.
- 3.2.2.** Warranty start date will begin on the date the battery is installed in vehicle.
- 3.2.3.** Successful bidder(s) must stop at agency listed and restock inventory and pickup battery cores weekly at no charge.
- 3.2.4.** Awarded contractor **shall supply documentation on core destruction.**
- 3.2.5.** All batteries being bid must be new. No reconditioned, rebuilt, or factory seconds are acceptable.
- 3.2.6.** Factory documentation of manufacturing must be provided and attached to each battery.
- 3.2.7.** Back orders are not allowed.
- 3.2.8.** Awarded contractor will be required to rotate stock quarterly or every three months at no charge using the battery date code as reference.
- 3.2.9.** Performance Testing: the top rated bidder will be invited to perform specification compliance testing on their proposed products. Specific test procedures will be determined with the selected bidder after the vendor has been notified that they are the number one rated firm. All vendors are required to submit their proposed specific testing procedures and test equipment in their bid response.
- 3.2.10.** Quality Assurance: Bidders are notified that during the term of this contract, random product testing can be conducted. Costs, if any, for conducting the tests will be equally shared between the vendor and the City. Should the tested product fail the performance tests, all like product sold since the last performance test is subject to a 20% rebate to the City. The City, or vendor, can request testing at any time.
- 3.2.11.** Scrap batteries: A core credit shall be given for all scarp batteries returned by the City.
- 3.2.12.** Delivery: Bidders are required to provide same day service for orders placed prior to 10:00 A.M. on City work days. Next day service is required for all orders received after 10:00 A.M.
- 3.2.13.** Value Adds: All bidders are required to stipulate what value added offerings their firm can provide. Examples include, but are not limited to:
 - Diagnostics capabilities
 - Additional product offerings
 - New product/technology testing

- 3.3. Material Specifications:** All batteries shall be All Calcium/Calcium Construction, Flat Top Sealed Design.
- 3.3.1.** Construction: American Made Calcium Calcium alloy Acid Maintenance Free flat top type battery.
 - 3.3.2.** Heavy duty case with construction to secure plates and grid against vibration.
 - 3.3.3.** Bottom plates must be anchored, glued, or locked to prevent shorting and promote longer battery life.
 - 3.3.4.** City of Grand Junction will be the sole judge of equivalency of equal brand(s) quoted.
 - 3.3.5.** All products shall be maintenance free batteries with full frame calcium positive and calcium negative grid plate (no expanded metal) and forged positive and negative terminal bushing.
 - 3.3.6.** 31 Series stud type batteries shall have stainless steel posts.
 - 3.3.7.** Battery sizes to accommodate normal vehicle applications. I.e., 31 series to fit three batteries in a three battery box.
 - 3.3.8.** All batteries must be marked and labeled with CCA rating.
 - 3.3.9.** All batteries being bid must be new. No reconditioned, rebuilt, or factory seconds will be acceptable.

All bidders are to provide cut sheets and product information describing in detail battery construction and specifications.

3.4. IFB Tentative Time Schedule:

- Invitation for Bids available on or about May 31, 2016
- Inquiry deadline, no questions after this date June 10, 2016
- Addenda Issued by June 13, 2016
- Submittal deadline for proposals June 21, 2016
- Bid Award by end of June, 2016

3.5. Questions Regarding Scope of Services:

Susan Hyatt, Senior Buyer
susanh@gjcity.org

- 3.6 Term of Contract:** Contract shall be a one year contract beginning July 1, 2016 through June 30, 2017. Upon mutual agreement between Contractor and Owner there is an option for three (3) annual renewals, depending on appropriated funds as stated in Section 2.40.

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4219-16-SH Automotive Batteries

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Solicitation Documents thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

Don't forget to include your documentation on core destruction (Section 3.2.4)

BCA GROUP	DESCRIPTION	Minimum CCA	Est. Usage	Free Replacement period	Price \$
31	Stud post dual purpose, designed specifically for high demand with consistent discharge/charge cycles such as Fire Apparatus.	700	30		
31	Stud post starting	900	75		
8D	Commercial Service	1100	12		
26	Golf Cart/Large Lawn Mower		2		
65	Maintenance Free/ Police Car	850	65		
78	Maintenance Free Side post	800	8		
24	Heavy duty starting	725	6		
48	Maintenance Free	730	16		
	State discount percent				Discount%
Various other sizes	Starting Batteries		15		

State standard warranty to begin upon installation in vehicle: _____

Amount of core credit for scrap batteries: _____

Can you provide same day delivery for orders place before 10:00 A.M.? _____

Describe your value added offerings: _____

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-04241.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar amount will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

4. Contractor's Bid Form

Bid Date: 6-21-16

Project: IFB-4219-16-SH Automotive Batteries

Bidding Company: Hensley Battery / East Penn

Name of Authorized Agent: Lee Hensley

Email lhensley@deKabatteries.com

Telephone 970-243-6323 Address 459 28 1/2 Rd

City Grand Junction State CO zip 81501

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Solicitation Documents thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 0.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

Don't forget to include your documentation on core destruction (Section 3.2.4)

BCA GROUP	DESCRIPTION	Minimum CCA	Est. Usage	Free Replacement period	Price \$
					Exchange
31 TT31	Stud post dual purpose, designed specifically for high demand with consistent discharge/charge cycles such as Fire Apparatus.	700	30	18 months	97.62
31 1131MF	Stud post starting	900	75	18 months	82.28
8D 708D	Commercial Service	1100	12	12 months	122.71
26 526MF	Golf Cart/Large Lawn Mower		2	12 months	49.59
65 665MF	Maintenance Free/ Police Car	850	65	24 months	77.21
78 778MF	Maintenance Free Side post	800	8	30 months	70.11
24 724MF	Heavy duty starting	725	6	30 months	69.82
48 748MF	Maintenance Free	730	16	30 months	88.41
	State discount percent				Discount%
Various other sizes	Starting Batteries		15		25%

State standard warranty to begin upon installation in vehicle: Yes, upon Installation

Amount of core credit for scrap batteries: 31's = 22.50, 80 = 60.00, 65, 26, 78, 24+48 = 15.00

Can you provide same day delivery for orders place before 10:00 A.M.? yes

Describe your value added offerings: Battery Seminar to techs, Rotating, electronics (Weihoff, Leeceneville, Delco) wire + cable, chargers, battery chemicals and test equipment.

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-903544.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt #98-04241.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of 0 percent of the net dollar amount will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Hensley Battery/East Penn

Authorized Signature: [Signature]

Title: Sales Manager



CONTRACT EXTENTION-4372-17-SH

To: Hensley Battery & Supply
459 28-1/2 Road
Grand Junction, CO 81501

SERVICE DESCRIPTION: FIRST ANNUAL EXTENSION FOR IFB-4249-16-SH Automotive Batteries

This CONTRACT is **extended** as of the **2nd day of June, 2017**, by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Hensley Battery & Supply**, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from **July 1, 2017** through **June 30, 2018**.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

Scope of Work: The Contractor shall perform for the City the Work set forth in the Contract Documents reference **IFB-4249-16-SH**. This contract is for **Automotive Batteries** as described in the original solicitation documents.

Contract Documents: The Owner's Invitation for Bids No. IFB-4249-16-SH, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for Automotive Battery Services payable per the terms and conditions as defined by the Contract Documents. **All invoices must reference Contract Number 4372-17-SH** so payment can be applied correctly. The Contractor shall receive the following fee for Automotive Batteries:

BCA Group	Min CCA	Free Repl Period	Price
31 - 7T31	700	18 Mo	\$105.73
31 - 1131MF	900	18 Mo	\$89.05
8D - 708D	1100	12 Mo	\$132.80
26 - 526MF	N/A	12 Mo	\$53.56
65 - 665MF	850	24 Mo	\$83.39
78 - 778MF	800	30 Mo	\$75.71
* 24 - 7424MF - 724MF	725	30 Mo	\$75.28
48 - 748MF	730	30 Mo	\$94.55
Discount Percent	Min CCA	Repl Period	Discount
Various other sizes			\$25%

There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on usage as it occurs.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:

HENSLEY BATTERY & SUPPLY

Authorized Signature:

Authorized Signature:

Title: Interim Purchasing Supervisor

Title: Dist. Sales Manager

Date: June 2, 2017

Date: 6/6/2017