

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1106 Page 1

Show this number on envelope

Contract No. 39948

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS, OPTIONS, NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Kent, WA ON THE 3 DAY OF MAY, 2021
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name American Power Systems, LLC

Phone (253) 852-4839 Fax (253) 852-5104

Address 1851 Central Pl S, Ste 206, Kent, WA 98030
Street City State Zip

Signature Eric Slay President
Printed Name Printed Title

Signature Ben Gillihan CFO
Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

(Approved Corporate Signature Methods)

a) Two signatures: One by Chairman of Board of Directors, President, or a Vice-President AND one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) One signature: By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of King
State of Washington S.S.
Subscribed and sworn this date
05-03, 2021

STEPHANIE ENGLIN
Notary Public
State of Washington
Commission Number 5175
My Commission Expires
10/04/2021

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.
By Executive Director Harbor Department
Date

Approved as to form and legality
5/26, 2021
City Attorney
BY Deputy

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1106

| | |
|---|--|
| <p><u>SUBMIT BID TO:</u> Los Angeles Harbor Department Purchasing Office, 1st Floor 500 Pier A Street Wilmington, CA 90744</p> <p><u>OFFICE HOURS:</u> 7:30 a.m. – 4:30 p.m. Monday through Friday (excluding Holidays)</p> | <p>BID DUE BEFORE 2:00 P.M. May 7, 2021</p> |
| <p>Buyer: Jacquelyn L. Estrada, Procurement Analyst Email: JEstrada@portla.org</p> | <p>BIDS WILL BE PUBLICLY OPENED</p> |

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

| LINE | DESCRIPTION | Taxable (Y/N) | UNIT | QTY | UNIT PRICE | EXTENDED PRICE |
|---|--|------------------|------|-----|----------------|----------------------|
| <u>UNITERRUPTIBLE POWER SUPPLY (UPS) POWER CELLS AND INSTALLATION SERVICES</u> | | | | | | |
| 1 | JCS9533 – LCASY 95-33 Cells, 2 Volt, 1520 AH | | EA | 360 | \$ 628.00 | \$ 226,080.00 |
| 2 | 180AVR95-33 Parts Kit Connectors, Labels and No-Ox | | EA | 2 | \$ 2,209.00 | \$ 4,418.00 |
| 3 | Minor Materials, Pallets, Cleaning, and Neutralizing Materials and Banding Materials | | LOT | 1 | \$ 1,275.00 | \$ 1,275.00 |
| 4 | Pre-Charge Batteries at APS Location | | LOT | 1 | \$ 2,400.00 | \$ 2,400.00 |
| 5 | Labor – Remove and Replace Cells | | LOT | 1 | \$ 50,000.00 | \$ 50,000.00 |
| 6 | Delivery to Site – Battery delivery from Warehouse and Removal from Site to Smelter | | LOT | 1 | \$ 6,250.00 | \$ 6,250.00 |
| 7 | Freight and Handling Charges | | LOT | 1 | \$ 8,000.00 | \$ 8,000.00 |
| 8 | Recycling Credit | | LOT | 1 | \$ (10,000.00) | \$ (10,000.00) |
| Total | | | | | | \$ 288,423.00 |

| | |
|---|---|
| <p>REQ. NO.: E-21-0671 NOTIFY: W. Mukogawa PAGE 2</p> | <p>BIDDER MUST SIGN THIS BID ON PAGE 1. WET SIGNATURES REQUIRED.</p> |
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GENERAL CLAUSES - BIDDER'S INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to provide one (1) original and one (1) copy of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDA. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

SUPPLIER CONTACT INFORMATION:

| | |
|------------------------|-----------------------------|
| Contact Person: | Sally Houston |
| Title: | Sales, Outside |
| Telephone: | (714) 403-8477 |
| Fax: | (253) 852-5104 |
| Email Address: | sallyhouston@ampowersys.com |
| 24-Hour Contact Phone: | (714) 403-8477 |

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TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

CLAUSES/SPECIFICATIONS PARTICULAR TO MATERIAL, EQUIPMENT, SERVICE.

SPECIFICATION CHANGES. If provisions of the Specifications preclude bidder from submitting bid, he may request in writing that the specifications be modified. Such request must be received by the Purchasing Officer at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

AUTHORIZED DISTRIBUTOR/DEALER:

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please check one and initial).

Yes: ES No: _____

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, troubleshooting, and correcting problems that are traceable to the manufacturer.

WARRANTY. Terms of warranty on new equipment offered. Free PARTS & SERVICE (LABOR) for defective parts and workmanship for the following time period after equipment has been accepted:

Parts: Per manufacturer's warranty, attached Labor: 1 Year

Please provide additional warranty terms with bid, if applicable.

AWARD OF CONTRACT. Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the bidder. The City may make combined award of all items complete to one bidder or may award separate items to various bidders. Bidders may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

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SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 5th floor, 425 S. Palos Verdes Street, San Pedro, California 90731.

SITE MAINTENANCE & CLEAN-UP. Vendor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Vendor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat and clean appearance.

CARE & CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

CHEMICALS. As directed by the Occupational Safety and Health Act of 1970 and the Hazardous Substances Information and Training Act of 1980, vendor must provide a material safety data sheet for all chemicals furnished. The harbor department reserves the right to refuse all deliveries not accompanied by a material safety data sheet.

INSURANCE CLAUSE / LIMITS

INDEMNIFICATION AND INSURANCE:

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of

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litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. KwikComply is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of KwikComply include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to KwikComply at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

POLICY COPIES

Upon request by City, Vendor must furnish copy of binder of insurance and/or full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self-insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

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NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days' notice of non-payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to KwikComply. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than one million Dollars (\$1,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any

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deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than one million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10- days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

ES (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

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DELIVERY CLAUSES

DELIVERY POINT. Prices to include all delivery charges, F.O.B.:

Los Angeles Port Police Headquarters
330 S. Centre Street, San Pedro, CA 90731
Or, as directed by Harbor Department personnel

SHIPPING CHARGES. Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

FINANCIAL CLAUSES

INSURANCE WAIVER OF SUBROGATION FEE:

YES NO (Choose One) An additional fee will be charged to cover the cost of the required waiver of subrogation. The fee will be assessed as follows:

(If YES, check/complete all that apply)

- Flat Fee: \$ _____
- Fee as a percentage of labor costs: _____%
- Fee per hour of labor: \$ _____
- Whichever is greater

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax.

Permit Number: 103157465

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX

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WITHHOLDING REQUIREMENTS. The State of California Franchise Tax Board (FTB) requires that the City of Los Angeles Harbor Department withhold income taxes from payments to out-of-state vendors for services performed within California unless the vendor submits one of the required forms listed below. The tax withholding rate is seven percent (7%) of payments subject to withholding.

This requirement applies to vendors whose legal address (as indicated on their IRS W-9 Form), or payment address (as indicated on this Request for Bid/Quote), is outside of California. **Should either of these two situations apply to your company, please attach one of the following forms to your bid** in order to help the Harbor Department clarify your nonresident tax withholding status:

- Form 590, *Withholding Exemption Certificate*, certifying exemption from the withholding requirement.
- Form 587, *Nonresident Income Allocation Worksheet*, which allocates the expected income under the City contract for work completed within and outside of California.
- Notice from the CA Franchise Tax Board (CAFTB) that a withholding waiver was authorized (you must first file CA Form 588, *Nonresident Withholding Waiver Request* to the CAFTB).
- Notice from CAFTB that a reduced withholding request was authorized (you must first file CA Form 589 *Nonresident Reduced Withholding Request* to CAFTB).

Further information regarding this requirement may be found here:

<https://www.ftb.ca.gov/pay/withholding/withholding-on-nonresidents.html>

Please Check One:

Both Bidder's Legal Address and Remittance Address are located within the State of California - Withholding Forms Not Required.

Withholding Forms Attached

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. **Please provide a copy of your firm's IRS Form W-9 with your bid.** If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

COMPANY: American Power Systems, LLC

REMIT TO:
ADDRESS: 1851 Central Pl, Suite 206
Kent, WA 98030

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Invoices submitted for payment where the invoice name and address do not match the name and address as they appear on the purchase order, or as indicated in the space above, will not be processed and will be returned to the vendor.

GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

SMALL BUSINESS, MINORITY-OWNED, WOMEN-OWNED, DISABLED VETERAN-OWNED AND ALL OTHER BUSINESS ENTERPRISES: It is the policy of the Department to provide Small Business, Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (SBE/MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all Department contracts. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have an equal opportunity to compete for and participate in Department contracts

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

LOCAL BUSINESS PREFERENCE PROGRAM. The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Bidders who qualify as a Local Business Enterprise (LBE) will receive an 8% bid preference on any bid for goods and/or services valued in excess of \$150,000. The maximum preference shall not exceed \$1 million. The preference will be applied by deducting 8% of the bid price submitted by the Bidder. Bidders who do not qualify as a LBE may receive a maximum 5% bid preference for identifying and utilizing LBE subcontractors, where applicable. Bidders may receive a 1% bid preference, up to a maximum of 5%, for

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every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subcontractor preferences will be determined by the percentage of the total amount of compensation proposed under the Contract.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Bidder shall complete, sign, notarize and submit the attached Affidavit and Bidder Description Form. The Affidavit and Bidder Description Form will signify the LBE status of the Bidder and subcontractors.

In the event of Bidder's noncompliance during the performance of the Contract, Bidder shall be considered in material breach of contract. In addition to any other remedy available to City under this Contract or by operation of law, the City may withhold invoice payments to Bidder until noncompliance is corrected, and assess the costs of City's audit of books and records of Bidder and its subcontractors. In the event the Bidder falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Bidder from participation in City contracts for a period of up to five (5) years.

ETHICS.

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Forms 50 and 55 (provided in Attachments) to the awarding authority at the same time the response is submitted. The forms require bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.

ALL CONTRACTORS MUST HAVE A CONTRACT REGISTRATION NUMBER THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

A CONTRACTOR AND SUBCONTRACTOR MAY NOT SUBMIT A BID PROPOSAL FOR A PUBLIC WORKS PROJECTS UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. BID PROPOSAL WILL BE DEEMED NON-RESPONSIVE.

The prevailing rate of per diem wages and rates for legal holidays and overtime work for each craft, classification or type of workers needed in the execution of any contract to let under the Specifications has been determined by the Director of the Department of Industrial Relations (DIR) of the State of California pursuant to the provisions of the Labor Code of the State of California. The State of California has approved the City's Labor Compliance Program of enforcement of State prevailing wage laws and will allow the City to retain all penalty assessments for violation of these laws.

Pursuant to notice requirements effective January 1, 2015, all contractors and subcontractors must register with and meet requirements of the State of California DIR using the online application before bidding on the public works contracts in California. For the online application, visit <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- a. No contractor or subcontractor may be listed on a bid proposal for a public works projects unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]).
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. The Project is subject to compliance monitoring and enforcement by the DIR.

PREVAILING WAGES

- a. The Contractor shall pay the general prevailing rate of per diem wages and rates for legal holiday and overtime work currently being paid in the area where the work is being performed.
- b. Pursuant to the provisions of the Labor Code of the State of California, the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of the Board, shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Copies of the applicable Determinations may be obtained at or by request to the Department.
- c. When the Contractor has been determined to be in violation of Section 377 of the City Charter making applicable the provisions of the California Labor Code relating to the payment of not less than the prevailing per diem wages on public works, deductions may be made from moneys due or to become due the Contractor in the amount of twice the difference between such stipulated prevailing rates, and

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**CITY OF LOS ANGELES
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BID NO. F-1106
(SHOW THIS NUMBER ON ENVELOPE)

the amount paid to each wage worker for each Calendar Day, or part thereof, for which each worker was paid less than the stipulated prevailing wage rate.

- d. The Contractor shall also comply with Section 1775 of the Labor Code providing for a penalty per day as determined by the Labor Commissioner for each Calendar Day, or part thereof, for which each worker was paid less than the prevailing wage.
- e. Contractor and subcontractors shall keep an accurate record showing the names and occupations of all workers employed by them in connection with any work done under the Contract, and the per diem wages paid to each of such workers; and shall keep such record open at all reasonable hours to the inspection of the Board and to the State Division of Labor Law Enforcement. The Contractor in all other respects shall comply with Section 1776 of the Labor Code.
- f. No later than the end of the workday following the day on which work was performed by the Contractor, or any subcontractor, the Contractor and applicable subcontractor(s) shall complete and furnish the Contractor Daily Field Report, included as Subsection 71 of this Section, to the Inspector. When work has been performed, the Contractor shall submit a form regarding all employees and equipment at the jobsite on the workday, and the Contractor shall submit a separate form for each subcontractor regarding each subcontractor's employees and equipment at the jobsite on the workday. Each field report shall:
 1. Identify the Project title, Specification number, name of the Contractor or subcontractor, and date on which the work was performed.
 2. Show the names of the workers and identify their applicable company affiliation (Prime Contractor, subcontractor, supplier, or vendor).
 3. Show the labor classification for each worker. If worker is an operating engineer or teamster, the Contractor or subcontractor must indicate which piece of equipment was operated by the worker.
 4. Show the Start Time and End Time for the worker listed, as well as the total hours worked by the worker on the workday.
 5. Show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, utilized on the workday.
 6. Contain the printed name and title for the Contractor or subcontractor representative; and shall be dated and signed by same.
- g. Contractor shall submit the original (wet signature by Contractor or subcontractor) to the Inspector for review. If additional space is needed, a second form, with pages numbered accordingly, can be completed.

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- h. The Inspector will compare the Inspector's records with the report submitted by the Contractor, discuss any apparent discrepancies with the Contractor, and reconcile the report (and have it re-submitted, if necessary). Once the report is agreed upon by the Contractor and Inspector, the Inspector prints his/her name on the report and dates and signs the report. Each party shall retain a copy of the report, signed by both parties.
- i. Certified payrolls from the Contractor and all subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into the Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.

WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

- a. The Contractor and its subcontractors shall comply with all applicable state and federal employment reporting requirements for the Contractor's and/or subcontractor's employees.
- b. The Contractor and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. The Contractor or subcontractor shall comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 et. seq. The Contractor or subcontractor shall maintain such compliance throughout the term of the Contract.

Prime Contractor State of California DIR Registration No.:
1000058951

Subcontractor State of California DIR Registration No.:

Subcontractor State of California DIR Registration No.:

(Attach additional sheets if necessary)

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DIR REPORTING LABOR CLASSIFICATIONS:

PRIME CONTRACTOR:

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> ASEBSTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input checked="" type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |

SUBCONTRACTOR:

Please indicate which Labor Classification(s) will be used for Payroll Reporting:

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> ASEBSTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS | <input type="checkbox"/> CARPENTERS |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS | <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG | <input type="checkbox"/> PAINTERS |
| <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES | <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS |
| <input type="checkbox"/> SHEET METAL | <input type="checkbox"/> SOUND/COMMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | | |

(Attach additional sheets if necessary)

Estimated Project Duration: 2 Weeks

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

BTRC Number: 0003052756-0001-1

RECYCLED PRODUCTS. The Harbor Department desires the utilization of recycled materials, to the maximum extent possible. In the manufacturing of products for Harbor Department use, the product shall meet or exceed the product performance requirements specified in the bid. Label must clearly denote post-consumer recycled percentage.

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**CITY OF LOS ANGELES
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BID NO. F-1106
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RECYCLED PRODUCT CONTENT.

Bidder shall provide the following information with its Quotation.

Is Recycled Product Available: Yes _____ No _____

If yes, state brand, model and/or cat. no:

Recycled content: _____ %

Post-consumer waste: _____ %

Secondary waste: _____ %

FORMAL REQUEST FOR BID

CITY OF LOS ANGELES
HARBOR DEPARTMENT

BID NO. F-1106
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

- 1. FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pler "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
 - 2. TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
 - 3. SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
 - 4. BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
 - 5. AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
 - 6. PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
 - 7. PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
 - 8. DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
 - 9. DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
 - 10. INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
 - 11. INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices. All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements. Prices on the contract include delivery to the division within building unless otherwise specified on the contract.
- Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated. Materials shall be listed separately on invoices covering repairs or installation service. The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing. This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.
- Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date. In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made. Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
- 12. TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS. NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.**
 - 13. CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
 - 14. PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
 - 15. ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
 - 16. NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
 - 17. SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
 - 18. PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
 - 19. CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
 - 20. PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by

FORMAL REQUEST FOR BID

**CITY OF LOS ANGELES
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BID NO. F-1106
(SHOW THIS NUMBER ON ENVELOPE)

U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

| | | |
|--|---|--|
| Reference Number (Bid, Contract, or BAVN) F-1106 | Awarding Authority (Department awarding the contract) City of Los Angeles Harbor Department | |
| Bidder Name American Power Systems, LLC | | |
| Address 1851 Central Pl S, Ste 206, Kent, WA 98030 | | |
| Email Address ericslay@ampowersys.com | Phone Number 253-852-4839 | |

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Eric Slay

Name

President

Title

Signature

Date

[Handwritten Signature]
4/27/21

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): F-1106 Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Uninterruptible Power Supply (UPS) Power Cells and Installation Services

Awarding Authority (Department awarding the contract): Harbor Department

Bidder Name: American Power Systems, LLC

Bidder Address: 1851 Central PI S, Ste 206, Kent, WA 98030

Bidder Email Address: ericslay@ampowersys.com Bidder Phone Number: 253-852-4839

Schedule Summary

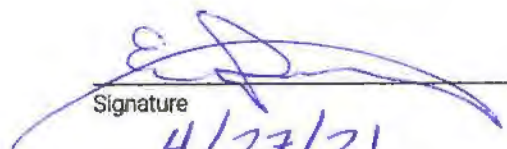
Please complete all three of the following:

- | | |
|---|---|
| <p>1. SCHEDULE A – Bidder's Principals (check one) The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. (If you check "Yes", Schedule A is required.)</p> | <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals (check one) The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)</p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>3</u></p> | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Eric Slay
Name
President
Title


Signature
4/27/21
Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

| | |
|--|-------------------------|
| Name: <u>Eric Slay</u> | Title: <u>President</u> |
| Address: <u>1851 Central Pl S, Ste 206, Kent, WA 98030</u> | |

| | |
|--|---------------------------------------|
| Name: <u>Benjamin D. Gillihan</u> | Title: <u>Chief Financial Officer</u> |
| Address: <u>1851 Central Pl S, Ste 206, Kent, WA 98030</u> | |

| | |
|--|---------------------------------------|
| Name: <u>Christopher E. Pruitt</u> | Title: <u>Chief Executive Officer</u> |
| Address: <u>102 Deka Road, Lyons Station, PA 19536</u> | |

| | |
|--|-------------------------|
| Name: <u>Christina L. Weeber</u> | Title: <u>Secretary</u> |
| Address: <u>102 Deka Road, Lyons Station, PA 19536</u> | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

| |
|-------------------------|
| Subcontractor's Name |
| None |
| Subcontractor's Address |

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

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|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

| | |
|----------------|--------------|
| Name: _____ | Title: _____ |
| Address: _____ | |

Check this box if additional Schedule B pages are attached.

2021 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

American Power Systems, LLC

Payee Information

Name

American Power Systems, LLC

 SSN or ITIN FEIN CA Corp no. CA SOS file no.

40-4045723

Address (apt./ste., room, PO box, or PMB no.)

1851 Central Pl S, Ste 206

City (If you have a foreign address, see instructions.)

Kent

State ZIP code

WA 98030

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

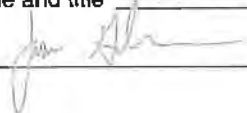
Type or print payee's name and title

Jason Gardner, Dir of Compliance

Telephone

(253) 852-4830

Payee's signature ▶



Date

04/27/2021

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
American Power Systems, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1851 Central Pl S, Ste 206

6 City, state, and ZIP code
Kent, WA 98030

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | | | | |
|---|--|--|--|---|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | |
| - | | | | - | | | | | | | | |

OR

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 8 | - | 4 | 0 | 4 | 5 | 7 | 2 | 3 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 1/8/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Deka® Unigy® II and T4® Batteries and Cells in Full Float Service UPS Applications

WARRANTY

East Penn Manufacturing Co., Inc. (referred to as "EPM") guarantees Deka® Unigy® II and T4® Batteries manufactured and shipped in approved EPM packaging against defective materials and workmanship for a period of twenty (20) years from the date of shipment when used in the United States and Canada according to the following chart:

| Full | Pro-rata | Total |
|---------------------|-----------------------|-----------------------|
| 60 mos. (5 yrs.) | 180 mos. (15 yrs.) | 240 mos. (20 yrs.) |

If upon initial inspection, installation, and adequate float charge, (a) the battery fails to meet the published 15 minute performance ratings to 1.67 VPC per the latest EPM catalog data, and based upon IEEE 1188-2005 Section 6.2 and Section 7 recommended practices at the time of shipment or (b) the user identifies flaws in materials or workmanship that would impair life or product performance, the user will be instructed to:

1. Upon written approval, return the product for examination, or
2. Hold the materials on site pending inspection by an EPM representative.

Upon satisfactory proof of claim, as determined solely by EPM, EPM will repair or, at its option, replace any defective battery.

A defect in material or workmanship is defined as failure to reach at least 80% of its rate adjusted capacity. If a properly maintained battery fails to meet 80% of its rate adjusted capacity, as determined by an EPM approved capacity test using procedures established by IEEE 1188-2005 Section 7.4.3 (conductance, resistance, or impedance values cannot be used as a substitute for a capacity test), EPM will (a) repair parts, cells, or battery at its expense for both labor and parts, (b) furnish a suitable replacement battery having a rated capacity equal or greater than the published rated capacity of the battery returned, or (c) issue a credit toward the purchase of another Deka® Unigy® II battery based on the following formula:

$$\text{Warranty Credit} = \left(\frac{240 \text{ Months} - \text{Service Life in Months}}{240 \text{ Months}} \right) \times \text{Current Equivalent Price}$$

$$\text{Replacement Price} = (\text{Current Equivalent Price} - \text{Warranty Credit})$$

The replacement battery shall only be warranted for the remaining unused portion of the original warranty of the replaced battery. The original battery will become the property of EPM. The owner of the battery will be responsible for delivery of the battery to EPM's nearest authorized representative or factory as directed by the EPM product support department. The use of a rental battery is not part of this warranty.

TERMS AND CONDITIONS

1. The user is responsible for determining that each battery is of the proper size, design, and capacity to perform properly at time of purchase.
2. Warranty is not transferable and is applicable only to the "Original Purchaser."
3. This warranty shall be void if batteries are subjected to misuse, abuse, unauthorized product alteration, or any other physical damage other than ordinary wear or if manufacturing codes are destroyed.
4. Warranty claims for full replacement must be made within three (3) months from time of tested failure or alleged defect.
5. Purchaser must discontinue the use of the battery after discovery of a safety defect.
6. The cost for removal of the warranted product, installation of replacement product, material freight charges, and travel expenses of EPM representatives will be the responsibility of the purchaser.
7. Charger must be able to sustain the system voltage within $\pm 0.5\%$ of the desired level at all times and must be within the limits of EPM's published instructions. Ripple that has a frequency greater than 667Hz (duration less than 1.5ms) is acceptable, unless it is causing additional battery heating. Ripple that has a frequency less than 667Hz (duration greater than 1.5ms), must meet the following voltage specification to be acceptable. Ripple voltage shall be less than .5% peak to peak (.177% rms) of the manufacturer's recommended string voltage.
8. The battery power system must limit the depth of discharge of the cells based upon an average voltage per cell that is equal to or greater than published discharge ratings for the cells. The battery system shall be limited to three (3) full discharges per year.
9. Any storage of this battery shall be at an ambient temperature of 77°F (25°C), or less, and user shall give a freshening charge to all cells every six months prior to installation in accordance with EPM's published installation and operating instructions.
10. Batteries must not be continuously operated below 50°F (10°C).
11. Batteries must be located in a manner that the individual cells do not vary by more than 5°F (2.8°C) between the lowest and highest individual cell temperatures.

| | Operating Temp. | Proportional % of Life | Warranty Period | Total Period |
|--|-----------------|------------------------|----------------------------------|--------------|
| 12. The life of the battery is affected by the operating temperature. For every 13°F (7°C) increase in operating temperature above 77°F (25°C), the warranty period will be proportionally reduced by 50% as shown to the right: | 77°F | 100% | 5.0 yr. full / 15.0 yr. pro-rata | 20 years |
| | 81°F | 80% | 4.0 yr. full / 12.0 yr. pro-rata | 16 years |
| | 87°F | 60% | 3.0 yr. full / 9.0 yr. pro-rata | 12 years |
| | 90°F | 50% | 2.5 yr. full / 7.5 yr. pro-rata | 10 years |

13. Upon installation and at least once a year thereafter, purchaser (user) must complete and maintain record of a Battery Maintenance Report recording cell serial numbers, cell float voltages, surface temperatures, cell and connection resistances/conductances, ambient environment temperature, etc. in accordance with EPM's Installation and Operation Manual. The inability to produce such documents at the time of warranty consideration may result in the voiding of any applicable warranty. **Records must indicate the battery was operated in accordance with EPM's published instructions.**

LIMITATIONS

This express warranty is the buyer's sole remedy and shall be subject to all terms and conditions herein. All other warranties, whether expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are disclaimed. **THIS WARRANTY DOES NOT COVER LOSS OF TIME, INCONVENIENCE, DAMAGE TO ANY PROPERTY, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

EAST PENN manufacturing co., inc.

Lyon Station, PA 19536 • Phone: 610-682-6361 • Fax: 610-682-4781 • www.eastpennunigy.com

MATERIAL SAFETY DATA SHEET
VALVE REGULATED LEAD ACID
BATTERY,
NON-SPILLABLE

(US, CN, EU Version for International Trade)

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: Valve Regulated Lead Acid Battery
OTHER PRODUCT NAMES: Gel: Absorbed Electrolyte Sealed; Valve-Regulated Non-Spillable Battery; Battery Non-Spillable 49 CFR 173.159(d)

MANUFACTURER: East Penn Manufacturing Company, Inc.
DIVISION: Deka Road
ADDRESS: Lyon Station, PA 19536 USA

EMERGENCY TELEPHONE NUMBERS: US: CHEMTREC 1-800-424-9300
 CN: CHEMTREC 1-800-424-9300
 Outside US: +1-202-483-7616

NON-EMERGENCY HEALTH/SAFETY INFORMATION: +1-610-682-6361

CHEMICAL FAMILY: This product is a gel/absorbed electrolyte type lead acid storage battery.

PRODUCT USE: Industrial/Commercial electrical storage batteries.

This product is considered a Hazardous Substance, Preparation or Article that is regulated under US-OSHA; CAN-WHMIS; IOSH; ISO; UK-CHIP; or EU Directives (67/548/EEC-Dangerous Substance Labeling, 98/24/EC-Chemical Agents at Work, 99/45/EC-Preparation Labeling, 2001/58/EC-MSDS Content, and 1907/2006/EC-REACH), and an MSDS/SDS is required for this product considering that when used as recommended or intended, or under ordinary conditions, it may present a health and safety exposure or other hazard.

Additional Information

This product may not be compatible with all environments, such as those containing liquid solvents or extreme temperature or pressure. Please request information if considering use under extreme conditions or use beyond current product labeling.


SECTION 2: HAZARDS IDENTIFICATION

GHS Classification:

| Health | Environmental | Physical |
|---|-----------------------|--|
| Acute Toxicity – Not listed (NL) Eye Corrosion – Corrosive* Skin Corrosion – Corrosive* Skin Sensitization – NL Mutagenicity/Carcinogenicity – NL Reproductive/Developmental – NL Target Organ Toxicity (Repeated) – NL | Aquatic Toxicity – NL | NFPA – Flammable gas, hydrogen (during charging) CN - NL EU - NL |

*as sulfuric acid

GHS Label: Valve Regulated Lead Acid Gel Battery, Non-Spillable

| | |
|---|--|
| Symbols: C (Corrosive) | |
|  | |
| <p align="center">Hazard Statements</p> Contact with internal components may cause irritation or severe burns. Irritating to eyes, respiratory system, and skin. | <p align="center">Precautionary Statements</p> Keep out of reach of children. Keep containers tightly closed. Avoid heat, sparks, and open flame while charging batteries. Avoid contact with internal acid/ gel. |

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EMERGENCY OVERVIEW: May form explosive air/gas mixture during charging. Contact with internal components may cause irritation of severe burns. Irritating to eyes, respiratory system, and skin. Prolonged inhalation or ingestion may result in serious damage to health. Pregnant women exposed to internal components may experience reproductive/developmental effects.

POTENTIAL HEALTH EFFECTS:

EYES: Direct contact of internal electrolyte gel with eyes may cause severe burns or blindness.

SKIN: Direct contact of internal electrolyte gel with the skin may cause skin irritation or damaging burns.

INGESTION: Swallowing this product may cause severe burns to the esophagus and digestive tract and harmful or fatal lead poisoning. Lead ingestion may cause nausea, vomiting, weight loss, abdominal spasms, fatigue, and pain in the arms, legs and joints.

INHALATION: Respiratory tract irritation and possible long term effects.

ACUTE HEALTH HAZARDS:

Repeated or prolonged contact may cause mild skin irritation.

CHRONIC HEALTH HAZARDS:

Lead poisoning if persons are exposed to internal components of the batteries. Lead absorption may cause nausea, vomiting, weight loss, abdominal spasms, fatigue, pain in the arms, legs and joints. Other effects may include central nervous system damage, kidney dysfunction, and potential reproductive effects. Chronic inhalation of sulfuric acid mist may increase the risk of lung cancer.

MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE:

Respiratory and skin diseases may predispose one to acute and chronic effects of sulfuric acid and/or lead. Children and pregnant women must be protected from lead exposure. Persons with kidney disease may be at increased risk of kidney failure.

Additional Information

No health effects are expected related to normal use of this product as sold.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

| INGREDIENTS (Chemical/Common Names): | CAS No.: | % by Wt: | EC No.: |
|---|-----------------|---|----------------|
| Lead, inorganic | 7439-92-1 | 60-75 (average: 67) | 231-100-4 |
| Sulfuric acid | 7664-93-9 | 5-15 (average: 10) | 231-639-5 |
| Antimony | 7440-36-0 | 0-0.1 (average: <0.1) | 231-146-5 |
| Arsenic | 7440-38-2 | <0.1 | 231-148-6 |
| Tin | 7440-31-5 | 0-0.1 (average: <0.1) | 231-141-8 |
| Polypropylene | 9003-07-0 | 2-10 (average: 4) | NA |
| | | NA – Not applicable/ND – Not determined | |

Additional Information

These ingredients reflect components of the finished product related to performance of the product as distributed into commerce.

SECTION 4: FIRST AID MEASURES

EYE CONTACT: Flush eyes with large amounts of water for at least 15 minutes. Seek immediate medical attention if eyes have been exposed directly to acid gel.

SKIN CONTACT: Flush affected area(s) with large amounts of water using deluge emergency shower, if available, shower for at least 15 minutes. Remove contaminated clothing. If symptoms persist, seek medical attention.

INGESTION: If swallowed, give large amounts of water. Do NOT induce vomiting or aspiration into the lungs may occur and can cause permanent injury or death.

INHALATION: If breathing difficulties develop, remove person to fresh air. If symptoms persist, seek medical attention.

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SECTION 5: FIRE-FIGHTING MEASURES

SUITABLE/UNSUITABLE EXTINGUISHING MEDIA:

Dry chemical, carbon dioxide, water, foam. Do not use water on live electrical circuits.

SPECIAL FIRE FIGHTING PROCEDURES & PROTECTIVE EQUIPMENT:

Use appropriate media for surrounding fire. Do not use carbon dioxide directly on cells. Avoid breathing vapors. Use full protective equipment (bunker gear) and self-contained breathing apparatus.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

Batteries evolve flammable hydrogen gas during charging and may increase fire risk in poorly ventilated areas near sparks excessive heat or open flames.

SPECIFIC HAZARDS IN CASE OF FIRE:

Thermal shock may cause battery case to crack open. Containers may explode when heated.

Additional Information

Firefighting water runoff and dilution water may be toxic and corrosive and may cause adverse environmental impacts.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS:

Avoid Contact with Skin. Neutralize any spilled electrolyte with neutralizing agents, such as soda ash, sodium bicarbonate, or very dilute sodium hydroxide solutions.

ENVIRONMENTAL PRECATIONS:

Prevent spilled material from entering sewers and waterways.

SPILL CONTAINMENT & CLEANUP METHODS/MATERIALS:

Add neutralizer/absorbent to spill area. Sweep or shovel spilled material and absorbent and place in approved container. Dispose of any non-recyclable materials in accordance with local, state, provincial or federal regulations.

Additional Information

Lead acid batteries and their plastic cases are recyclable. Contact your East Penn representative for recycling information.

SECTION 7: HANDLING AND STORAGE

PRECAUTIONS FOR SAFE HANDLING AND STORAGE:

- Keep containers tightly closed when not in use.
- If battery case is broken, avoid contact with internal components.
- Do not handle near heat, sparks, or open flames.
- Protect containers from physical damage to avoid leaks and spills.
- Place cardboard between layers of stacked batteries to avoid damage and short circuits.
- Do not allow conductive material to touch the battery terminals. A dangerous short-circuit may occur and cause battery failure and fire.

OTHER PRECAUTIONS (e.g.; Incompatibilities):

Keep away from combustible materials, organic chemicals, reducing substances, metals, strong oxidizers and water.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS/SYSTEM DESIGN INFORMATION:

Charge in areas with adequate ventilation.

VENTILATION:

General dilution ventilation is acceptable.

RESPIRATORY PROTECTION:

Not required for normal conditions of use. See also special firefighting procedures (Section 5).

EYE PROTECTION:

Wear protective glasses with side shields or goggles.

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SKIN PROTECTION:

Wear chemical resistant gloves as a standard procedure to prevent skin contact.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: None required under normal use conditions for gel/absorbed electrolyte type batteries.

Wash hands after handling.

EXPOSURE GUIDELINES & LIMITS:

| | | | |
|----------------|--|--------------------------------|---|
| OSHA | Permissible Exposure Limit (PEL/TWA) | Lead, inorganic (as Pb) | 0.05 mg/m ³ |
| | | Sulfuric acid | 1 mg/m ³ |
| | | Antimony | 0.5 mg/m ³ |
| | | Arsenic | 0.01 mg/m ³ |
| | | Tin | 2 mg/m ³ |
| ACGIH | 2007 Threshold Limit Value (TLV) | Lead, inorganic (as Pb) | 0.05 mg/m ³ |
| | | Sulfuric acid | 0.2 mg/m ³ |
| | | Antimony | 0.5 mg/m ³ |
| | | Arsenic | 0.01 mg/m ³ |
| | | Tin | 2 mg/m ³ |
| Quebec | Permissible Exposure Value (PEV) | Lead, inorganic (as Pb) | 0.15 mg/m ³ |
| | | Sulfuric acid | 1 mg/m ³ TWA 3 mg/m ³ STEV |
| | | Antimony | 0.5 mg/m ³ |
| | | Arsenic | 0.1 mg/m ³ |
| | | Tin | 2 mg/m ³ |
| Ontario | Occupational Exposure Level (OEL) | Lead (designated substance) | 0.10 mg/m ³ |
| | | Sulfuric acid | 1 mg/m ³ TWAEV 3 mg/m ³ STEV |
| | | Antimony | 0.5 mg/m ³ |
| | | Arsenic (designated substance) | 0.01 mg/m ³ |
| | | Tin | 2 mg/m ³ |
| Netherlands | Maximaal Aanvaarde Concentratie (MAC) | Lead, inorganic (as Pb) | 0.15 mg/m ³ |
| Germany | Maximale Arbeitsplatzkonzentrationen (MAK) | Sulfuric acid | 1 mg/m ³ |
| | | Lead, inorganic (as Pb) | 0.1 mg/m ³ |
| United Kingdom | Occupational Exposure Standard (OES) | Sulfuric acid | 1 mg/m ³ TWA 2 mg/m ³ STEL |
| | | Antimony | 0.5 mg/m ³ |
| | | Lead | 0.15 mg/m ³ |
| | | Arsenic | 0.5 mg/m ³ |
| | | Tin | 0.1 mg/m ³ 2 mg/m ³ |

TWA – 8-Hour Time Weighted Average/ STE – Short Term Exposure / mg/m³ – milligrams per cubic meter of air/ NE – Not Established

Additional Information

- Batteries are housed in polypropylene cases which are regulated as total dust or respirable dust only when they are ground up during recycling. The OSHA PEL for dust is 15 mg/m³ as total dust or 5 mg/m³ as respirable dust.
- May be required to meet Domestic Requirements for a Specific Destination(s).

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

| | |
|-------------------------|---|
| APPEARANCE: | Industrial/commercial lead acid gel battery |
| ODOUR: | Odorless |
| ODOUR THRESHOLD: | NA |
| PHYSICAL STATE: | Sulfuric Acid, Gelatinous/ Lead, solid |
| pH: | <1 |
| BOILING POINT: | 235-240° F (as sulfuric acid) |
| MELTING POINT: | NA |
| FREEZING POINT: | NA |

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| | |
|--|--|
| VAPOUR PRESSURE: | 10 mmHg |
| VAPOUR DENSITY (AIR = 1): | > 1 |
| SPECIFIC GRAVITY (H ₂ O = 1): | 1.27–1.33 |
| EVAPORATION RATE (n-BuAc=1): | < 1 |
| SOLUBILITY IN WATER: | 100% (as sulfuric acid) |
| FLASH POINT: | Below room temperature (as hydrogen gas) |
| AUTO-IGNITION TEMPERATURE: | NA |
| LOWER EXPLOSIVE LIMIT (LEL): | 4% (as hydrogen gas) |
| UPPER EXPLOSIVE LIMIT (UEL): | 74% (as hydrogen gas) |
| PARTITION COEFFICIENT: | NA |
| VISCOSITY (poise @ 25 °C): | Not Available |
| DECOMPOSITION TEMPERATURE: | Not Available |

FLAMMABILITY/HMIS HAZARD CLASSIFICATIONS (US/CN/EU): As sulfuric acid

HEALTH: 3 FLAMMABILITY: 0 REACTIVITY: 2

SECTION 10: STABILITY AND REACTIVITY

| | |
|--|--|
| STABILITY: | This product is stable under normal conditions at ambient temperature. |
| INCOMPATIBILITY (MATERIAL TO AVOID): | Strong bases, combustible organic materials, reducing agents, finely divided metals, strong oxidizers, and water. |
| HAZARDOUS DECOMPOSITION OR BY-PRODUCTS: | Thermal decomposition will produce sulfur dioxide, sulfur trioxide, carbon monoxide, sulfuric acid mist, and hydrogen. |
| HAZARDOUS POLYMERIZATION: | Will not occur |
| CONDITIONS TO AVOID: | Overcharging, sources of ignition |

SECTION 11: TOXICOLOGICAL INFORMATION

ACUTE TOXICITY (Test Results Basis and Comments):

Sulfuric acid: LD₅₀, Rat: 2140 mg/kg
LC₅₀, Guinea pig: 510 mg/m³
Lead: No data available for elemental lead

SUBCHRONIC/CHRONIC TOXICITY (Test Results and Comments):

Repeated exposure to lead and lead compounds in the workplace may result in nervous system toxicity. Some toxicologists report that abnormal conduction velocities in person with blood lead levels of 50 µg/100 ml or higher. Heavy lead exposure may result in central nervous system damage, encephalopathy and damage to the blood-forming (hematopoietic) tissues.

Additional Information

- Very little chronic toxicity data available for elemental lead.
- Lead is listed by IARC as a 2B carcinogen: possible carcinogen in humans. Arsenic is listed by IARC, ACGIH, and NTP as a carcinogen, based on studies with high doses over long periods of time. The other ingredients in this product, present at equal to or greater than 0.1% of the product, are not listed by OSHA, NTP, or IARC as suspect carcinogens.
- The 19th Amendment to EC Directive 67/548/EEC classified lead compounds, but not lead in metal form, as possibly toxic to reproduction. Risk phrase 61: May cause harm to the unborn child, applies to lead compounds, especially soluble forms.

SECTION 12: ECOLOGICAL INFORMATION

PERSISTENCE & DEGRADABILITY:

Lead is very persistent in soils and sediments. No data available on biodegradation.

BIO-ACCUMULATIVE POTENTIAL (Including Mobility):

Mobility of metallic lead between ecological compartments is low. Bioaccumulation of lead occurs in aquatic and terrestrial animals and plants, but very little bioaccumulation occurs through the food chain. Most studies have included lead compounds, not solid inorganic lead.

AQUATIC TOXICITY (Test Results & Comments):

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Sulfuric acid: 24-hour LC₅₀, fresh water fish (*Brachydanio rerio*): 82 mg/l
96-hour LOEC, fresh water fish (*Cyprinus carpio*): 22 mg/l (lowest observable effect concentration)
Lead (metal): No data available

Additional Information

- No known effects on stratospheric ozone depletion.
- Volatile organic compounds: 0% (by Volume)
- Water Endangering Class (WGK): NA

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD:

Lead acid batteries are recyclable when sent to a secondary lead smelter. Follow local, State/Provincial, and Federal/National regulations applicable to as-used, end-of-life characteristics to be determined by end-user.

HAZARDOUS WASTE CLASS/CODE:

US - Not applicable to finished product as manufactured for distribution into commerce.
CN - Not applicable to finished product as manufactured for distribution into commerce.
EWC - Not applicable to finished product as manufactured for distribution into commerce.

Additional Information

Not Included - **Recycle** or dispose as allowed by local jurisdiction for the end-of-life characteristics as-disposed.

SECTION 14: TRANSPORT INFORMATION

GROUND - US-DOT/CAN-TDG/EU-ADR/APEC-ADR:

Proper Shipping Name Not regulated as a Hazardous Material

AIRCRAFT - ICAO-IATA:

Proper Shipping Name Not regulated as a Hazardous Material

VESSEL - IMO-IMDG:

Proper Shipping Name Not regulated as a Hazardous Material

Additional Information

- Each battery and the outer packaging must be plainly and durably marked "Nonspillable" or "Nonspillable Battery"
- Non-Spillable Battery complies with the provisions listed in 49 CFR 173.159(d), therefore must not be marked with an identification number or hazardous label and is not subject to hazardous shipping paper requirements.
- Transport requires proper packaging and paperwork, including the Nature and Quantity of goods, per applicable origin/destination/customs points as-shipped.

SECTION 15: REGULATORY INFORMATION

INVENTORY STATUS:

All components are listed on the TSCA; EINECS/ELINCS; and DSL, unless noted otherwise below.

U.S. FEDERAL REGULATIONS:

TSCA Section 8b - Inventory Status: All chemicals comprising this product are either exempt or listed on the TSCA Inventory.

TSCA Section 12b - Export Notification: If the finished product contains chemicals subject to TSCA Section 12b export

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VALVE REGULATED LEAD ACID
BATTERY,
NON-SPILLABLE
(US, CN, EU Version for International Trade)

notification, they are listed below:

| <u>Chemical</u> | <u>CAS #</u> |
|-----------------|--------------|
| None | NA |

CERCLA (COMPREHENSIVE RESPONSE COMPENSATION, AND LIABILITY ACT)

Chemicals present in the product which could require reporting under the statute:

| <u>Chemical</u> | <u>CAS #</u> |
|-----------------|--------------|
| Lead | 7439-92-1 |
| Sulfuric acid | 7664-93-9 |

SARA TITLE III (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT)

The finished product contains chemicals subject to the reporting requirements of Section 313 of SARA Title III.

| <u>Chemical</u> | <u>CAS #</u> | <u>% wt</u> |
|-----------------|--------------|-------------|
| Lead | 7439-92-1 | 67 |
| Sulfuric acid | 7664-93-9 | 10 |

CERCLA SECTION 311/312 HAZARD CATEGORIES: Note that the finished product is exempt from these regulations, but lead and sulfuric acid above the thresholds are reportable on Tier II reports.

| | |
|-------------------|--------------------------------------|
| Fire Hazard | No |
| Pressure Hazard | No |
| Reactivity Hazard | No |
| Immediate Hazard | Yes (Internal acid gel is Corrosive) |
| Delayed Hazard | No |

Sulfuric Acid is regulated as an Extremely Hazardous Substance.

STATE REGULATIONS (US):

California Proposition 65

The following chemicals identified to exist in the finished product as distributed into commerce are known to the State of California to cause cancer, birth defects, or other reproductive harm:

| <u>Chemical</u> | <u>CAS #</u> | <u>% Wt</u> |
|---|--------------|-------------|
| Arsenic (as arsenic oxides) | 7440-38-2 | <0.1 |
| Strong inorganic acid mists including sulfuric acid | NA | 10 |
| Lead | 7439-92-1 | 67 |

California Consumer Product Volatile Organic Compound Emissions

This Product is not regulated as a Consumer Product for purposes of CARB/OTC VOC Regulations, as-sold for the intended purpose and into the Industrial/Commercial supply chain.

INTERNATIONAL REGULATIONS (Non-US):

Canadian Domestic Substance List (DSL)

All ingredients remaining in the finished product as distributed into commerce are included on the Domestic Substances List.

WHMIS Classifications

Class E: Corrosive materials present at greater than 1%

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the Controlled Products Regulations.

NPRI and Ontario Regulation 127/01

This product contains the following chemicals subject to the reporting requirements of Canada NPRI +/- or Ont. Reg. 127/01:

| <u>Chemical</u> | <u>CAS #</u> | <u>% Wt</u> |
|-----------------|--------------|-------------|
| Lead | 7439-92-1 | 67 |
| Sulfuric acid | 7664-93-9 | 10 |

European Inventory of Existing Commercial Chemical Substances (EINECS)

All ingredients remaining in the finished product as distributed into commerce are exempt from, or included on, the European Inventory of Existing Commercial Chemical Substances.

European Communities (EC) Hazard Classification according to directives 67/548/EEC and 1999/45/EC.

| <u>R-Phrases</u> | <u>S-Phrases</u> |
|------------------|------------------|
| 35, 36, 38 | 1/2, 26, 30, 45 |

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Additional Information

This product may be subject to Restriction of Hazardous Substances (RoHS) regulations in Europe and China, or may be regulated under additional regulations and laws not identified above, such as for uses other than described or as-designed/as-intended by the manufacturer, or for distribution into specific domestic destinations.

SECTION 16: OTHER INFORMATION

OTHER INFORMATION:

Distribution into Quebec to follow Canadian Controlled Product Regulations (CPR) 24(1) and 24(2).
Distribution into the EU to follow applicable Directives to the Use, Import/Export of the product as-sold.

SOURCES OF INFORMATION:

International Agency for Research on Cancer (1987), *IARC Monographs on the Evaluation of Carcinogenic Risks to Humans: Overall Evaluations of Carcinogenicity: An updating of IARC Monographs Volumes 1-42, Supplement 7*, Lyon, France.
Ontario Ministry of Labour Regulation 654/86. Regulations Respecting Exposure to Chemical or Biological Agents.
RTECS – Registry of Toxic Effects of Chemical Substances, National Institute for Occupational Safety and Health.

MSDS/SDS PREPARATION INFORMATION:

DATE OF ISSUE: **6 August 2007**
Revision 1, DATE: **12 March 2009**
SUPERCEDES: **6 August 2007**

SUPERCEDES: **29 January 2007**

DISCLAIMER

This Material Safety Data Sheet is based upon information and sources available at the time of preparation or revision date. The information in the MSDS was obtained from sources which we believe are reliable, but are beyond our direct supervision or control. We make no Warranty of Merchantability, Fitness for any particular purpose, or any other Warranty, Expressed or Implied, with respect to such information, and we assume no liability resulting from its use. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use of, or disposal of the product. It is the obligation of each user of the product to determine the suitability of this product and comply with the requirements of all applicable laws regarding use and disposal of this product. For additional information concerning East Penn Manufacturing Co., Inc. products or questions concerning the content of this MSDS please contact your East Penn representative.

END



SAFETY DATA SHEET

1. Identification

Product identifier Valve Regulated Lead Acid Battery

Other means of identification -
Non-Spillable Lead Acid Battery, Sealed Lead Acid Battery

Recommended use Electric storage battery.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer/Supplier East Penn Manufacturing Company, Inc.

Address 102 Deka Road, Lyon Station PA 19536

Telephone number (610) 682-6361

Contact person East Penn EHS Department

Emergency telephone number USA/Canada: CHEMTREC (800) 424-9300, Outside USA 1 (703) 527-3887

E-mail contactus@eastpenn-deka.com

2. Hazard(s) identification

Physical hazards Explosive Chemical, Division 1.3

Health hazards

| | |
|---|---|
| Acute toxicity, oral | Category 4 |
| Acute toxicity, inhalation | Category 4 |
| Skin corrosion/irritation | Category 1A |
| Serious eye damage/eye irritation | Category 1 |
| Carcinogenicity | Category 1A |
| Reproductive toxicity | Category 1A |
| Specific target organ toxicity, single exposure | Category 1 (respiratory system) |
| Specific target organ toxicity, single exposure | Category 3 respiratory tract irritation |
| Specific target organ toxicity, repeated exposure | Category 1 (respiratory system) |

Environmental hazards

| | |
|--|------------|
| Hazardous to the aquatic environment, acute hazard | Category 1 |
| Hazardous to the aquatic environment, long-term hazard | Category 1 |

OSHA defined hazards Not classified.

Label elements



Signal word

Danger

Hazard statement

Harmful if swallowed. Harmful if inhaled. Causes severe skin burns and eye damage. May cause cancer. May damage fertility or the unborn child. Causes damage to organs (respiratory system). Causes damage to organs (respiratory system) through prolonged or repeated exposure. May cause respiratory irritation. Very toxic to aquatic life with long lasting effects.

| | |
|---|--|
| Precautionary statement | |
| Prevention | Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Do not breathe dust/mist/vapors. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection. |
| Response | If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse. Collect spillage. |
| Storage | Store in a well-ventilated place. Keep container tightly closed. |
| Disposal | Refer to manufacturer/supplier for information on recovery/recycling. Dispose of contents/container in accordance with local/regional/national/international regulations. |
| Hazard(s) not otherwise classified (HNOC) | Under normal conditions of processing and use, exposure to the chemical constituents in this product is unlikely. The battery should not be opened or burned. Exposure to the ingredients contained within or their combustion products could be harmful. |
| Supplemental information | In use, may form flammable/explosive vapor-air mixture. |

3. Composition/information on ingredients

Mixtures

| Chemical name | CAS number | % |
|-------------------------|------------|---------|
| Lead and lead compounds | 7439-92-1 | 60 - 75 |
| Sulphuric acid | 7664-93-9 | 5 - 15 |

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

| | |
|--|---|
| Inhalation | Exposure to contents of an open or damaged battery: Move injured person into fresh air and keep person calm under observation. Get medical attention if any discomfort continues. |
| Skin contact | Exposure to contents of an open or damaged battery: Immediately flush with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention if irritation develops and persists. |
| Eye contact | Exposure to contents of an open or damaged battery: Flush thoroughly with water for at least 15 minutes. Hold eyelids open during flushing. If irritation persists, repeat flushing. Get medical attention if irritation develops and persists. |
| Ingestion | Exposure to contents of an open or damaged battery: Rinse mouth thoroughly with water. DO NOT induce vomiting because of danger of aspirating liquid into lungs. Get medical attention immediately. |
| Most important symptoms/effects, acute and delayed | Under normal conditions of processing and use, exposure to the chemical constituents in this product is unlikely. The battery should not be opened or burned. Exposure to the ingredients contained within or their combustion products could be harmful. |
| Indication of immediate medical attention and special treatment needed | Treat symptomatically. |
| General information | Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. |

5. Fire-fighting measures

| | |
|---|---|
| Suitable extinguishing media | Dry chemical, foam, carbon dioxide, water fog. |
| Unsuitable extinguishing media | In the event that a battery is ruptured and the internal components are exposed, DO NOT USE WATER. Do not use carbon dioxide directly on cells. |
| Specific hazards arising from the chemical | Batteries evolve flammable hydrogen gas during charging and may increase fire risk. Containers may explode when heated. |
| Special protective equipment and precautions for firefighters | Self-contained breathing apparatus and full protective clothing must be worn in case of fire. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace. |
| Fire fighting equipment/instructions | Use standard firefighting procedures and consider the hazards of other involved materials. |

General fire hazards Like any sealed container, battery cells may rupture when exposed to excessive heat; this could result in the release of corrosive and flammable materials.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Avoid contact with skin.

Methods and materials for containment and cleaning up Neutralize the spilled material before disposal. Sweep up or vacuum up spillage and collect in suitable container for disposal. Dispose of waste and residues in accordance with local authority requirements.

Environmental precautions Prevent runoff from entering drains, sewers, or streams.

7. Handling and storage

Precautions for safe handling In the event of damage resulting in a leak of exposed materials, avoid contact with contents of an open or damaged cell or battery. Keep away from heat, sparks and open flame. Do not allow conductive material to touch the battery terminals. A dangerous short-circuit may occur and cause battery failure and fire.

Conditions for safe storage, including any incompatibilities Store in original tightly closed container. Protect containers from damage. Place cardboard between layers of stacked batteries to avoid damage and short circuits.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

| Components | Type | Value |
|---|------|------------------------|
| Lead and lead compounds (CAS 7439-92-1) | TWA | 0.05 mg/m ³ |

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

| Components | Type | Value |
|--------------------------------|------|---------------------|
| Sulphuric acid (CAS 7664-93-9) | PEL | 1 mg/m ³ |

US. ACGIH Threshold Limit Values

| Components | Type | Value | Form |
|---|------|------------------------|--------------------|
| Lead and lead compounds (CAS 7439-92-1) | TWA | 0.05 mg/m ³ | |
| Sulphuric acid (CAS 7664-93-9) | TWA | 0.2 mg/m ³ | Thoracic fraction. |

US. NIOSH: Pocket Guide to Chemical Hazards

| Components | Type | Value |
|---|------|------------------------|
| Lead and lead compounds (CAS 7439-92-1) | TWA | 0.05 mg/m ³ |
| Sulphuric acid (CAS 7664-93-9) | TWA | 1 mg/m ³ |

Biological limit values No biological exposure limits noted for the ingredient(s).

ACGIH Biological Exposure Indices

| Components | Value | Determinant | Specimen | Sampling Time |
|---|----------|-------------|----------|---------------|
| Lead and lead compounds (CAS 7439-92-1) | 200 µg/l | Lead | Blood | * |

* - For sampling details, please see the source document.

Appropriate engineering controls Provide adequate ventilation. Provide easy access to water supply and eye wash facilities.

Individual protection measures, such as personal protective equipment

Eye/face protection None under normal conditions. Leak from a damaged or opened battery: Wear safety glasses with side shields (or goggles).

Skin protection

Hand protection None under normal conditions. Leak from a damaged or opened battery: Wear appropriate chemical resistant gloves.

| | |
|--------------------------------|---|
| Skin protection | |
| Other | None under normal conditions. Leak from a damaged or opened battery: Wear suitable protective clothing. Use of an impervious apron is recommended. |
| Respiratory protection | None under normal conditions. |
| Thermal hazards | When material is heated, wear gloves to protect against thermal burns. |
| General hygiene considerations | Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. |

9. Physical and chemical properties

| | |
|--|---|
| Appearance | Solid. |
| Physical state | Solid. |
| Form | Sulfuric acid, gelatinous. Lead, solid. |
| Color | Not available. |
| Odor | Odorless. |
| Odor threshold | Not available. |
| pH | < 1 |
| Melting point/freezing point | Not available. |
| Initial boiling point and boiling range | 235 - 240 °F (112.78 - 115.56 °C) (Sulfuric acid) |
| Flash point | Below room temperature (as hydrogen gas). |
| Evaporation rate | < 1 (n-BuAc=1) |
| Flammability (solid, gas) | |
| Upper/lower flammability or explosive limits | |
| Flammability limit - lower (%) | 4 % (Hydrogen) |
| Flammability limit - upper (%) | 74 % (Hydrogen) |
| Vapor pressure | 10 mm Hg |
| Vapor density | > 1 (Air=1) |
| Relative density | 1.27 - 1.33 |
| Solubility(ies) | |
| Solubility (water) | 100 % (Sulfuric acid) |
| Partition coefficient (n-octanol/water) | Not available. |
| Auto-ignition temperature | Not available. |
| Decomposition temperature | Not available. |
| Viscosity | Not available. |
| Other information | |
| Explosive properties | Not explosive. |
| Oxidizing properties | Not oxidizing. |

10. Stability and reactivity

| | |
|------------------------------------|---|
| Reactivity Chemical stability | The product is non-reactive under normal conditions of use, storage and transport. |
| Possibility of hazardous reactions | Stable at normal conditions. Will not occur. |
| Conditions to avoid | Overcharging. Ignition sources. |
| Incompatible materials | Strong bases. Combustible organic materials. Reducing agents. Finely divided metals. Strong oxidizers. Water. |
| Hazardous decomposition products | Sulfur dioxide. Sulfur trioxide. Carbon monoxide. Sulfuric acid. Hydrogen. |

11. Toxicological information

Information on likely routes of exposure

| | |
|--|--|
| Inhalation | Exposure to contents of an open or damaged battery: Harmful if inhaled. |
| Skin contact | Exposure to contents of an open or damaged battery: Causes severe skin burns. |
| Eye contact | Exposure to contents of an open or damaged battery: Causes serious eye damage. |
| Ingestion | Exposure to contents of an open or damaged battery: Harmful if swallowed. |
| Symptoms related to the physical, chemical and toxicological characteristics | Exposure to contents of an open or damaged battery: Dust may irritate the eyes and the respiratory system. |

Information on toxicological effects

Acute toxicity Exposure to contents of an open or damaged battery: Harmful if inhaled or swallowed.

| Components | Species | Test Results |
|------------|---------|--------------|
|------------|---------|--------------|

Sulphuric acid (CAS 7664-93-9)

Acute

Oral

LD50

Rat

2140 mg/kg

Skin corrosion/irritation Exposure to contents of an open or damaged battery: Causes severe skin burns.

Serious eye damage/eye irritation Exposure to contents of an open or damaged battery: Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization No data available.

Skin sensitization No data available.

Germ cell mutagenicity No data available.

Carcinogenicity The International Agency for Research on Cancer (IARC) has classified "strong inorganic acid mists containing sulfuric acid" as a known human carcinogen, (IARC category 1). This classification applies only to mists containing sulfuric acid and not to sulfuric acid or sulfuric acid solutions.

IARC Monographs. Overall Evaluation of Carcinogenicity

Lead and lead compounds (CAS 7439-92-1) 2B Possibly carcinogenic to humans.

Sulphuric acid (CAS 7664-93-9) 1 Carcinogenic to humans.

NTP Report on Carcinogens

Lead and lead compounds (CAS 7439-92-1) Reasonably Anticipated to be a Human Carcinogen.

Sulphuric acid (CAS 7664-93-9) Known To Be Human Carcinogen.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Reproductive toxicity None under normal conditions. Exposure to contents of an open or damaged battery: May damage fertility or the unborn child.

Specific target organ toxicity - single exposure None under normal conditions. Exposure to contents of an open or damaged battery: Causes damage to organs (respiratory system).

Specific target organ toxicity - repeated exposure None under normal conditions. Exposure to contents of an open or damaged battery: Causes damage to organs through prolonged or repeated exposure: Respiratory system.

Aspiration hazard Due to the physical form of the product it is not an aspiration hazard.

Chronic effects Exposure to contents of an open or damaged battery: Heavy lead exposure may result in central nervous system damage, encephalopathy and damage to the blood-forming (hematopoietic) tissues. Chronic inhalation of sulfuric acid mist may increase the risk of lung cancer.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment. Exposure to contents of an open or damaged battery: Very toxic to aquatic life with long lasting effects.

| Components | Species | Test Results |
|---|--|---------------------|
| Lead and lead compounds (CAS 7439-92-1) | | |
| LC50 | Rainbow trout, donaldson trout (Oncorhynchus mykiss) | 1.17 mg/l, 96 Hours |

| | |
|-------------------------------|--|
| Persistence and degradability | The degradation half-life of the product is not known. Lead and its compounds are highly persistent in water. |
| Bioaccumulative potential | Bioaccumulation of lead occurs in aquatic and terrestrial animals and plants, but very little bioaccumulation occurs through the food chain. |
| Mobility in soil | If the product enters soil, one or more constituents will or may be mobile and may contaminate groundwater. |
| Mobility in general | The product is insoluble in water and will spread on water surfaces. |
| Other adverse effects | None known. |

13. Disposal considerations

| | |
|---------------------------------------|--|
| Disposal instructions | Recycle the batteries, as the primary disposal method. Neutralize electrolyte/sulfuric acid. Avoid discharge into water courses or onto the ground. Dispose of in accordance with local regulations. |
| Local disposal regulations | Empty containers should be taken to an approved waste handling site for recycling or disposal. |
| Hazardous waste code | RCRA: Spent lead-acid batteries are not regulated as hazardous waste when recycled. Depending upon circumstances, the following waste codes may apply: Spilled electrolyte/Sulfuric acid. D002: Corrosive waste |
| Waste from residues / unused products | Avoid discharge into water courses or onto the ground. |
| Contaminated packaging | Since emptied containers retain product residue, follow label warnings even after container is emptied. |

14. Transport information

| | |
|--|---|
| DOT | Not regulated as dangerous goods. |
| IATA | Not regulated as dangerous goods. |
| IMDG | Not regulated as dangerous goods. |
| Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code | Not applicable. |
| General information | DOT: Not regulated per 49 CFR 173.159a. IATA/ICAO: Not regulated per Special Provision A67. IMDG: Not regulated per Special Provision #238. |

Label: NONSPILLABLE

15. Regulatory information

| | | |
|--|--|--|
| US federal regulations | This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are on the U.S. EPA TSCA Inventory List. Hazardous Chemical Reporting Requirements apply when an Extremely Hazardous Substance is present at a facility in an amount equal to or exceeding 500 pounds or the Threshold Planning Quantity, whichever is lower per 40CFR370.10(a)(1) | |
| TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D) | Not regulated. | |
| CERCLA Hazardous Substance List (40 CFR 302.4) | Lead and lead compounds (CAS 7439-92-1) | Listed. |
| | Sulphuric acid (CAS 7664-93-9) | Listed. |
| SARA 304 Emergency release notification | Sulphuric acid (CAS 7664-93-9) | 1000 LBS |
| OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053) | Lead and lead compounds (CAS 7439-92-1) | Reproductive toxicity Central nervous system Kidney Blood Acute toxicity |

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

| Chemical name | CAS number | Reportable quantity (pounds) | Threshold planning quantity (pounds) | Threshold planning quantity, lower value (pounds) | Threshold planning quantity, upper value (pounds) |
|---------------|------------|------------------------------|--------------------------------------|---|---|
|---------------|------------|------------------------------|--------------------------------------|---|---|

| | | | | | |
|----------------|-----------|------|------|--|--|
| Sulphuric acid | 7864-93-9 | 1000 | 1000 | | |
|----------------|-----------|------|------|--|--|

SARA 311/312 Hazardous chemical

| | |
|------------------------------|--|
| Classified hazard categories | Acute toxicity (any route of exposure) Skin corrosion or irritation Serious eye damage or eye irritation Carcinogenicity Reproductive toxicity Specific target organ toxicity (single or repeated exposure) |
|------------------------------|--|

SARA 313 (TRI reporting)

| Chemical name | CAS number | % by wt. |
|-------------------------|------------|----------|
| Lead and lead compounds | 7439-92-1 | 60 - 75 |
| Sulphuric acid | 7864-93-9 | 5 - 15 |

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Lead and lead compounds (CAS 7439-92-1)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Sulphuric acid (CAS 7664-93-9)

Safe Drinking Water Act (SDWA) Not regulated.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

Sulphuric acid (CAS 7664-93-9) 6552

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

Sulphuric acid (CAS 7664-93-9) 20 %WV

DEA Exempt Chemical Mixtures Code Number

Sulphuric acid (CAS 7664-93-9) 6552

US state regulations

US. Massachusetts RTK - Substance List

Lead and lead compounds (CAS 7439-92-1)

Sulphuric acid (CAS 7664-93-9)

US. New Jersey Worker and Community Right-to-Know Act

Lead and lead compounds (CAS 7439-92-1)

Sulphuric acid (CAS 7664-93-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Lead and lead compounds (CAS 7439-92-1)

Sulphuric acid (CAS 7664-93-9)

US. Rhode Island RTK

Lead and lead compounds (CAS 7439-92-1)

Sulphuric acid (CAS 7664-93-9)

California Proposition 65



WARNING: Cancer and Reproductive Harm. www.P65warnings.ca.gov

or

PROPOSITION 65 WARNING: Battery posts, terminals and related accessories contain lead and lead compounds, chemicals known to the State of California to cause cancer and reproductive harm. Batteries also contain other chemicals known to the State of California to cause cancer. WASH HANDS AFTER HANDLING.

California Proposition 65 - CRT: Listed date/Carcinogenic substance

Lead and lead compounds (CAS 7439-92-1) Listed: October 1, 1992

Sulphuric acid (CAS 7664-93-9) Listed: March 14, 2003

California Proposition 65 - CRT: Listed date/Developmental toxin

Lead and lead compounds (CAS 7439-92-1) Listed: February 27, 1987

California Proposition 65 - CRT: Listed date/Female reproductive toxin

Lead and lead compounds (CAS 7439-92-1) Listed: February 27, 1987

California Proposition 65 - CRT: Listed date/Male reproductive toxin

Lead and lead compounds (CAS 7439-92-1) Listed: February 27, 1987

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))

Lead and lead compounds (CAS 7439-92-1)

Sulphuric acid (CAS 7664-93-9)

International Inventories

| Country(s) or region | Inventory name | On inventory (yes/no)* |
|-----------------------------|--|------------------------|
| Australia | Australian Inventory of Chemical Substances (AICS) | Yes |
| Canada | Domestic Substances List (DSL) | Yes |
| Canada | Non-Domestic Substances List (NDSL) | No |
| China | Inventory of Existing Chemical Substances in China (IECSC) | Yes |
| Europe | European Inventory of Existing Commercial Chemical Substances (EINECS) | No |
| Europe | European List of Notified Chemical Substances (ELINCS) | No |
| Japan | Inventory of Existing and New Chemical Substances (ENCS) | No |
| Korea | Existing Chemicals List (ECL) | Yes |
| New Zealand | New Zealand Inventory | Yes |
| Philippines | Philippine Inventory of Chemicals and Chemical Substances (PICCS) | Yes |
| Taiwan | Taiwan Chemical Substance Inventory (TCSI) | Yes |
| United States & Puerto Rico | Toxic Substances Control Act (TSCA) Inventory | Yes |

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

| | |
|-----------------------|--|
| Issue date | 19-September-2017 |
| Revision date | 28-February-2018 |
| Version # | 03 |
| List of abbreviations | LD50: Lethal Dose 50%. LC50: Lethal Concentration 50%. |
| References | IARC Monographs. Overall Evaluation of Carcinogenicity Registry of Toxic Effects of Chemical Substances (RTECS) |
| Disclaimer | The information in this SDS was obtained from sources which we believe are reliable, but no warranty or representation as to its accuracy or completeness is hereby given. Users should consider the information herein only as a supplement to other information gathered by them and must make independent determinations of suitability and completeness of information from all sources to assure proper use and disposal, the safety and health of employees and customers and the protection of the environment. |