

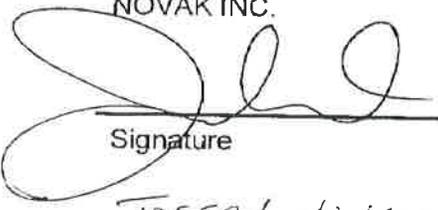
**PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 4 OF A POSSIBLE 5
(Bid No. 12-13-342A)**

Pricing submitted by Novak Inc. (Contractor) in response to the City of Las Cruces Bid No. 12-13-342A is hereby agreed to renew for a period of one (1) year, to begin January 10, 2016 and terminate January 8, 2017. All other terms/conditions of the Bid related to this extension agreement remain the same.

AGREED:

NOVAK INC.

CITY OF LAS CRUCES



2-22-16
Date

Deb Smith
Deb Smith
Purchasing Manager

2/23/16
Date

JOSEPH NOVAK VICE PRESIDENT
Printed Name/Title

NOVAK INC DBA
IBS LAS CRUCES
PO BOX 774
MESILLA PARK, NM 88047-0774

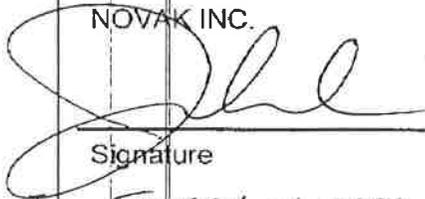
**PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF A POSSIBLE 5
(Bid No. 12-13-342A)**

Pricing submitted by Novak Inc. (Contractor) in response to the City of Las Cruces Bid No. 12-13-342A is hereby agreed to renew for a period of one (1) year, to begin January 10, 2015 and terminate January 9, 2016. All other terms/conditions of the Bid related to this extension agreement remain the same.

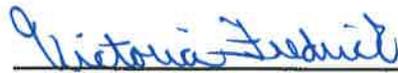
AGREED:

NOVAK INC.

CITY OF LAS CRUCES



1-13-15



2/12/15

Signature

Date

Purchasing Manager

Date

JOSEPH NOVAK
Printed Name/Title

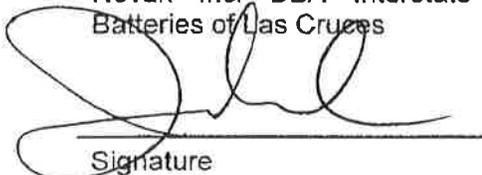
**PRICE AGREEMENT
 ANNUAL EXTENSION – Year 2 of a possible 5
 BID NO. 12-13-342A**

Pricing submitted by Novak Inc. DBA Interstate Batteries of Las Cruces (Contractor) in response to the City of Las Cruces BID NO. 12-13-342A is hereby agreed to renew for a period of one (1) year, to begin January 10, 2014 and terminate January 9, 2015. All other terms/conditions of the BID related to this extension agreement remain the same.

AGREED:

Novak Inc. DBA Interstate
 Batteries of Las Cruces

CITY OF LAS CRUCES



12-27-13
 Date



12/30/13
 Date

Karen Medina
 Purchasing Manager

JOSEPH P. NOVAK
 Printed Name/Title



Bid # 12-13-342A

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
FLEET BATTERIES PRICE AGREEMENT RE-BID	12-13-342A	September 27, 2012 @ 9:00 a.m.

Bid Submitted by: NOVAK INC DBA INTERSTATE BATTERY OF LAS CRUCES
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:

<http://www/Departments/Financial%20Services/Services/Purchasing.aspx>

- | |
|--|
| <p>a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code. Respondents are advised, however, that there are sections within Section 24-100 that are currently not consistent with the state statutes and such sections will be waived for purpose of bid evaluation and award.</p> <p>b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.</p> <p>c) The application of preferences shall not be combined to exceed five percent (5%).</p> <p>d) Whenever federal funds are involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.</p> |
|--|
- e) DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
- f) Bidder agrees to comply with all City, State and Federal rules and regulations.
- g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

- 2) Bids must:

- be submitted typed or in ink on UNALTERED City bid forms for bid to be considered.
- be complete with required information.
- be signed by an authorized representative.
- be submitted separately and labeled as such when submitting more than one bid.
- state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
- include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
- include a request for return of samples, by the supplier; otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
- be mailed, hand delivered, or faxed to:

MAIL:

City of Las Cruces
Purchasing Section
P.O. Box 20000
Las Cruces, NM 88004

HAND DELIVER:

City of Las Cruces
Purchasing Section
700 North Main, Room 3134
Las Cruces, NM 88001

FAX:

City of Las Cruces
Purchasing Section
575-541-2515

When submitting a bid via fax:

- FAX should have a cover sheet containing the bid or quote number and title, due date and time, and bidder's name, phone, and fax numbers. No pricing is to be shown on this page.
 - If the FAX is not completely received before the due time, it shall not be considered. Time received shall be the time registered by the FAX machine located in the Bid Clerk Office of the Purchasing Section. Note: The City is not responsible for ensuring that a complete faxed bid is received.
- i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.

- 3) Pricing shall:

- state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
- exclude any applicable taxes.
- be effective for 45 days.

Doña Ana County

Certificate of Business Registration

INTERSTATE BATTERY SYSTEM OF LC

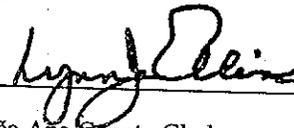
265 CARVER RD

LAS CRUCES, NM 88005

Whereas, a business registration application form has been completed on behalf of the above named individual, partnership or corporation, and the registration fee of \$35.00 has been paid;

Now, therefore, the County of Doña Ana, State of New Mexico, hereby acknowledges receipt of said fee for the calendar year ending December 31, 2012.

In Witness Whereof, I have hereunto set my hand and seal of the Board of County Commissioners of Doña Ana County this 14th day of December 2011.



Doña Ana County Clerk

Deputy Clerk



- 4) Questions:
 - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
 - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
 - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
 - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
 - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
 - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
 - a) determine responsible bidders and responsive bids.
 - b) accept and award compliant bids based on the lowest:
 - i) Individual Unit Price, or
 - ii) Grouped Unit Price, or
 - iii) Lump Sum Unit Price, whichever is deemed most beneficial to the City.
 - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
 - d) negotiate an extension of effective price dates.
 - e) change the quantity of bid items within their effective price date.
 - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
 - a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@las-cruces.org
 - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. 12-13-342 is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 1 days

Pricing for this bid is effective through NA (price agreements are effective for one year from date of award)

NM Tax & Revenue Dept. CRS # 02 416 226 - 00 - 4

Current NM Public Regulatory Commission Registration # _____ (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

NM Resident Certificate from NM Tax and Revenue Department enclosed Yes No *APPLIED FOR ON SEPT 5TH BUT HAVE NO RECEIVED YET.*

Fed I.D. 85-0468099 (mandatory for all respondents)

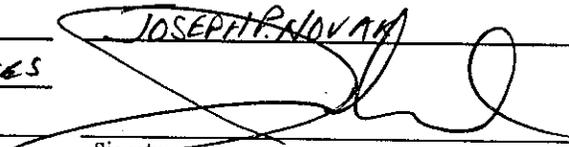
In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

Typed or Printed Name of Authorized Representative & Title:

NOVAK INC DBA
INTERSTATE BATTERY OF LAS CRUCES
265 CARVER RD
LAS CRUCES NM 88005
 Phone 575 524-4327
 Fax 575 526-3933

JOSEPH R. NOVAK

 Signature _____ Date 9-04-10
 Email NOVAKINC@COMCAST.NET

PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT.** The contract resulting from the acceptance of this purchase order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE.** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to the City which exceeds purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
3. **EXCUSABLE DELAYS.** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from another source in time to meet scheduled deliveries.
4. **CANCELLATION.** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from the City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, the City shall pay to Seller the following amounts without duplication:

- The purchase order price for all completed deliveries of material, service or construction not previously paid for.
 - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION.** All material shall be received subject to the City's inspection and rejection. Defective material or material not in accordance to the City's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
 6. **SHIPPING AND BILLING.** Deliveries shall be shipped F.O.B.—Las Cruces, New Mexico; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.
 7. **WARRANTY.** Seller is responsible for including product warranty documentation with shipment.
 8. **REMEDIES.** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

City of Las Cruces NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- Specifications – Restrictive, unclear, specialty item, etc.
- Manufacturing – Unique item, production time for model or item has expired, etc.
- Bid Time – Insufficient time to properly bid.
- Delivery Time – Specified delivery time cannot be met.
- Payment – Delay in payment process.
- Miscellaneous – Do not wish to bid; do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

COMPANY NAME & ADDRESS:

TYPED OR PRINTED NAME OF AUTHORIZED
REPRESENTATIVE & TITLE:

Phone

Signature

Date

Fax

Email

**CITY OF LAS CRUCES BID #12-13-342A
FLEET BATTERIES PRICE AGREEMENT**

I. INTRODUCTION: The City of Las Cruces has a fleet compiled of vehicles, construction equipment, and miscellaneous equipment that total approximately 1,200 units.

The City of Las Cruces is requesting bids for a fleet batteries price agreement for a five (5) year term subject to annual renewals initiated by the City pending appropriated budget for an indefinite quantity and indefinite cost.

The contract terms/conditions of the price agreement resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City of Las Cruces is not subject to any obligation or responsibility regarding such extension.

The City intends to award to one firm.

II. MINIMUM SPECIFICATIONS:

A. BATTERIES MUST:

1. Be new current products meeting or exceeding original equipment specifications.
2. Be rated and stamped or labeled with SAE rating of cold cranking amps (CCA) = thirty seconds @ zero (0) degrees Fahrenheit and reserve capacity (RC) minimum 25 amp at 80 degrees Fahrenheit. **(include a copy of MSDS sheets with the bid).**
3. Be warranted nationwide **(include a copy of warranty with the bid).**
4. Have the guarantee of proper adjustment on a replacement battery in the event of a defective battery.
5. Have a stamped born-on-date and must not be within three (3) months of build date on delivery to the City.

B. ADDITIONAL DOCUMENTATION FOR BID SUBMITTAL: Bidders must submit current manufacturer's price list for bid evaluation purposes with the following information:

1. BCI group size
2. Terminal type
3. Manufacturer's model designation
4. SAE ratings
5. Voltage
6. Suggested retail price
7. List price
8. **Free replacement designation in months per model**
9. Service adjustments (months/cost per month) for commercial and non-commercial

Application guide in catalog or CD ROM format

III. DELIVERY:

- A. Suppliers' repeated failure to deliver the requested quantity or quality or to make timely delivery will entitle the City to cancel the supply contract and/or to re-bid the contract.
- B. On occasion, the suppliers are required to deliver batteries to the City within 30 minutes of request.
- C. The bidder will be notified of any equipment not delivered in full compliance with current bid specifications. If any order is canceled for non-delivery or rejected for non-compliance, the needed items may be purchased elsewhere and the bidder may be charged the difference of price increase, if any, including cost and handling.

IV. COST: Bidder must furnish the City applicable manufacturer's price list with bid and any updates for the life of the contract. Discounts offered will be made from most current price list.

JCI
MANUFACTURER'S BRAND NAME

INTERSTATE BATTERIES
CLASS (ES)

20 % DISCOUNT OFFERED FROM JOBBER PRICE LIST. (Indicate type of price list: Jobber net, Distributor cost, List price, other, please specify)

Discounted percentages and quoted prices must be bid as "exchange prices only". If City does not have an equal core battery for exchange, list the added cost to be charged per item.

 % DISCOUNT OFFERED FROM LIST PRICE OF PACKAGED AND CUSTOM MADE HEAVY-DUTY BATTERY CABLES AND TERMINAL ENDS TO OEM SPECIFICATIONS.

ITEM	VEHICLE/WARRANTY INFO FOR HEAVY-DUTY MAINTENANCE FREE BATTERIES	CURRENT DISCOUNTED PRICE	CORE CHARGE	ADDED CHARGE (no core)
1.	PASSENGER VEHICLE THRU 1 TON- 85 month			
2.	PASSENGER VEHICLES THRU 1 TON- 65 month			
3.	PASSENGER VEHICLE THRU 1 TON (dry cell)- 72 month			
4.	COMMERCIAL VEHICLES OVER 1 TON- 42 month			
5.	COMMERCIAL VEHICLES OVER 1 TON- 37 month			

Bid # 12-13-342A

ITEM	VEHICLE/WARRANTY INFO FOR HEAVY-DUTY MAINTENANCE FREE BATTERIES	CURRENT DISCOUNTED PRICE	CORE CHARGE	ADDED CHARGE (no core)
6.	COMMERCIAL VEHICLES OVER 1 TON- 65 month			
7.	COMMERCIAL VEHICLES OVER 1 TON- 32 month			
8.	MARINE/RV/MESSAGE BOARD (deep cycle battery)- 30 month			
9.	HEAVY EQUIPMENT/CLASS 8 TRUCK (very heavy-duty, extra, long haul, mega)- 36 month			
10.	HEAVY EQUIPMENT/CLASS 8 TRUCK (very heavy-duty, extra, long haul, mega)- 30 month			
11.	LAWN/GARDEN, MESSAGE BOARDS			
12.	COMMERCIAL VEHICLES OVER 1 TON (dry cell)- 36 month			
TOTAL:		\$	\$	\$

The awarded bidder will accept battery cores for credit even if the sales history for that battery cannot be established. The City intends a core exchange for each battery ordered.

V. PRICE CHANGES:

A. PRICE INCREASES: All prices quoted shall be firm and fixed as bid for one year of the agreement. Pass-through price adjustments will be accepted after one year and on a yearly basis thereafter, provided said adjustments(s) are submitted in writing with thirty (30) calendar days advance notice and are accompanied by written documentation of the manufacturers price increase. Price adjustment requests shall be sent to the named buyer.

B. PRICE DECREASES: If the awarded vendor receives any cost decrease from the supplier of the goods sold to the City through a contract resulting from this request, the awarded vendor shall notify the City within 24 hours of such decrease and pass such decreases to the City immediately.

ITEM	HEAVY-DUTY, MAINTENANCE-FREE BATTERY CATEGORY	WARRANTY PERIOD IN MONTHS	OEM PART #	VENDOR PART #	CURRENT DISCOUNT PRICE	CORE CHARGE	ADDED CHARGE (NO CORE)	FREE REPLACEMENT PERIOD
	PASSENGER VEHICLE THRU 1 TON							
1.	MT-24	60	24	MT-24	\$63.96	\$0.00	\$18.00	24
2.	MT-24F	60	24F	MT-24F	\$63.96	\$0.00	\$18.00	24
3.	MTP-27	72	27	MTP-27	\$74.36	\$0.00	\$18.00	30
4.	MTP-27F	72	27F	MTP-27F	\$74.36	\$0.00	\$18.00	30
5.	MT-25	60	25	MT-25	\$60.76	\$0.00	\$18.00	24
6.	MT-26	60	26	MT-26	\$60.76	\$0.00	\$18.00	24
7.	MT-26R	60	26R	MT-26R	\$60.76	\$0.00	\$18.00	24
8.	MT-34	60	34	MT-34	\$66.36	\$0.00	\$18.00	24
9	MT-34R	60	34R	MT-34R	66.36	\$0.00	\$18.00	24
10.	MT-35	60	35	MT-35	\$60.76	\$0.00	\$18.00	24
11.	MT-47	60	47	MT-47	\$69.56	\$0.00	\$18.00	24
12.	MT-51	60	51	MT-51	\$62.36	\$0.00	\$18.00	24
13.	MT-51R	60	51R	MT-51R	\$62.36	\$0.00	\$18.00	24
14.	MT-56	60	56	MT-56	\$63.16	\$0.00	\$18.00	24
15.	MT-58	60	58	MT-58	\$66.36	\$0.00	\$18.00	24
16.	MT-59	60	59	MT-59	\$67.96	\$0.00	\$18.00	24
17.	MT-65	60	65	MT-65	\$72.76	\$0.00	\$18.00	24
18.	MT-75	60	75	MT-75	\$67.96	\$0.00	\$18.00	24
19.	MT-78	60	78	MT-78	\$67.96	\$0.00	\$18.00	24
20.	MT-85	60	85	MT-85	\$66.36	\$0.00	\$18.00	24
21.	MT-86	60	86	MT-86	\$66.36	\$0.00	\$18.00	24
22.	MT-96R	60	96R	MT-96R	\$76.76	\$0.00	\$18.00	24
23.	MT-121R	60	121R	MT-121R	\$71.96	\$0.00	\$18.00	24
24.	MT-151R	60	151R	MT-151R	\$82.36	\$0.00	\$18.00	24
25.	MT-90/T5	60	90	MT-90/T5	\$76.76	\$0.00	\$18.00	24
26.	MT-MX-5	60	MX5	MT-MX-5	\$70.36	\$0.00	\$18.00	24
27.	MTP-79	72	79	MTP-79	\$92.76	\$0.00	\$18.00	30
28.	MTP-93	72	93	MTP-93	\$91.16	\$0.00	\$18.00	30
29.	MTP-100	72	100	MTP-100	\$98.36	\$0.00	\$18.00	30

30.	MTP-101	72	101	MTP-101	\$107.16	\$0.00	\$18.00	30
31.	MTP-124R	72	124R	MTP-124R	\$79.96	\$0.00	\$18.00	30
32.	MTP-48/H6	72	48	MTP-48/H6	\$90.36	\$0.00	\$18.00	30
33.	MTP-94R/H7	72	94R	MTP-94R/H7	\$101.56	\$0.00	\$18.00	30
34.	MTP-49/H8	72	49	MTP-49/H8	\$106.36	\$0.00	\$18.00	30
	COMMERCIAL VEHICLES OVER 1 TON							
1.	31-VHD	18	31	31-VHD	\$71.96	\$0.00	\$27.00	18
2.	31P-MHD	18	31P	31P-MHD	\$86.36	\$0.00	\$27.00	18
3.	31-MHD	18	31	31-MHD	\$84.76	\$0.00	\$27.00	18
	COMMERCIAL VEHICLES OVER 1 TON (dry cell)							
1.	SC34U	36	34	SC34U	\$123.16	\$0.00	\$18.00	36
2.	SC27FDA	36	27F	SC27FDA	\$147.16	\$0.00	\$18.00	36
3.	SC34DU	36	34	SC34DU	\$143.16	\$0.00	\$18.00	36
	MARINE/RV/MESSAGE BOARD (deep cycle battery)							
1.	SRM-24	12	24	SRM-24	\$67.96	\$0.00	\$18.00	12
2.	SRM-27	12	27	SRM-27	\$71.96	\$0.00	\$18.00	12
3.	SRM-29	12	29	SRM-29	\$82.36	\$0.00	\$27.00	12
4.	GC2-XHD-UT	12	GC2	GC2-XHD-UT	\$84.76	\$0.00	\$27.00	12
5.	SRM-4D	6	4D	SRM-4D	\$140.36	\$0.00	\$54.00	6
	HEAVY EQUIPMENT/CLASS 8 TRUCK (very heavy-duty, extra, long haul, mega)							
1.	4D-XHD	12	4D	4D-XHD	\$119.96	\$0.00	\$54.00	12
2.	4DLT-VHD	12	4DLT	4DLT-VHD	\$95.16	\$0.00	\$54.00	12
3.	8D-MHD	12	8D	8D-MHD	\$138.36	\$0.00	\$54.00	12
	LAWN/GARDEN, MESSAGE BOARDS							
1	SP-18	6	U1	SP-18	\$27.16	\$0.00	\$5.00	6
2.	SP-30	6	U1	SP-30	\$33.56	\$0.00	\$5.00	6
3.	SP-40	6	U1	SP-40	\$43.96	\$0.00	\$5.00	6
	COMMERCIAL VEHICLES OVER 1 TON (dry cell)							
1.	SC34U	36	34/78	SC34U	\$123.16	\$0.00	\$18.00	36



For Warranty Adjustments on Batteries SOLD on or AFTER MAY 1, 2012

Group Size	Terminal	Part #	SAE Ratings			Exchange Stock #	Suggested Retail	List	Free Replacement Months*	Performance Warranty Adjustment Price		
			CCA 30 sec./0°F	RC min 25amp/80°F	CA 30sec./32°F					Based on Suggested Retail Pricing on interstatebatteries.com		

MEGA-TRON PLUS® • 6 Year Performance • 12 Volt⁽¹⁾

										Months: 31-48	Months: 49-60	Months: 61-72
24	A	MTP-24	900	125	1000	5929	128.95	154.95	30	70.92	96.71	116.06
24F	A	MTP-24F	800	125	1000	5929	128.95	154.95	30	70.92	96.71	116.06
27	A	MTP-27	810	140	1000	5929	128.95	154.95	30	70.92	96.71	116.06
27F	A	MTP-27F	710	165	890	5929	128.95	154.95	30	70.92	96.71	116.06
34	A	MTP-34	800	110	1000	5998	124.95	149.95	30	68.72	93.71	112.46
35	A	MTP-35	640	100	800	5948	117.95	141.95	30	64.87	88.46	106.16
36R	A	MTP-36R	650	130	815	5909	125.95	151.95	30	69.27	94.46	113.36
40R	A	MTP-40R	590	105	740	5919	127.95	152.95	30	70.37	95.96	115.16
58	A	MTP-58	610	90	765	5958	118.95	142.95	30	65.42	89.21	107.06
58R	A	MTP-58R	610	100	765	5958	118.95	142.95	30	65.42	89.21	107.06
65	A	MTP-65	850	150	1000	59301	143.95	172.95	30	79.17	107.96	129.56
66	A	MTP-66	750	140	940	59901	152.95	182.95	30	84.12	114.71	137.66
75	S	MTP-75	700	95	875	5919	127.95	152.95	30	70.37	95.96	115.16
75/86DT	DT	MTP-75DT	650	93	815	5998	124.95	149.95	30	68.72	93.71	112.46
78	S	MTP-78	800	110	1000	5999	138.95	168.95	30	76.42	104.21	125.06
34/78DT	DT	MTP-78DT	800	110	1000	59201	142.95	171.95	30	78.62	107.21	128.66
79	S	MTP-79	840	140	1000	59511	160.95	192.95	30	88.52	120.71	144.86
86	A	MTP-86	650	95	810	59331	185.95	222.95	30	102.27	139.46	167.36
91	A	MTP-91	700	120	875	59201	142.95	171.95	30	78.62	107.21	128.66
93	A	MTP-93	850	155	1000	59311	157.95	189.95	30	86.87	118.46	142.16
100	S	MTP-100	770	115	965	59221	170.95	204.95	30	94.02	128.21	153.86
101	S	MTP-101	650	110	815	59331	185.95	222.95	30	102.27	139.46	167.36
124R	A	MTP-124R	700	120	875	5999	138.95	166.95	30	76.42	104.21	125.06
H5 (47)	A	MTP-47/H5	60Ah			59501	146.95	176.95	30	80.82	110.21	132.26
H6 (48)	A	MTP-48/H6	770	130	965	59211	156.95	187.95	30	86.32	117.71	141.26
H6 (48)	A	MTP-48/H6A	800	116	1000	59091	264.95	317.95	30	145.72	196.71	238.46
H7 (94R)	A	MTP-94R/H7	765	140	955	59621	175.95	211.95	30	96.77	131.96	158.36
H8 (49)	A	MTP-49/H8	720	176	900	59231	184.95	221.95	30	101.72	138.71	166.46
H8 (49)	A	MTP-49/H8A	900	158	1000	59112	293.95	352.95	30	161.67	220.46	264.56
H9 (95R)	A	MTP-95R/H9	850	180	1000	59051	209.95	251.95	30	115.47	157.46	188.96

MEGA-TRON II® • 5 Year Performance • 12 Volt⁽¹⁾

										Months: 25-36	Months: 37-48	Months: 49-60
22F	A	MT-22F	450	77	565	5976	93.95	112.95	24	51.67	70.46	84.56
24	A	MT-24	600	110	750	5997	110.95	132.95	24	61.02	83.21	99.86
24F	A	MT-24F	600	110	750	5997	110.95	132.95	24	61.02	83.21	99.86
25	A	MT-25	550	100	690	5957	105.95	126.95	24	58.27	79.46	95.36
26	A	MT-26	525	85	655	5957	105.95	126.95	24	58.27	79.46	95.36
26R	A	MT-26R	540	81	675	5957	105.95	126.95	24	58.27	79.46	95.36
34	A	MT-34	700	120	875	5928	114.95	137.95	24	63.22	86.21	103.46
34R	A	MT-34R	700	120	875	5928	114.95	137.95	24	63.22	86.21	103.46
35	A	MT-35	550	100	690	5957	105.95	126.95	24	58.27	79.46	95.36
41	A	MT-41	650	110	815	5958	118.95	142.95	24	65.42	89.21	107.06
42	A	MT-42	500	75	625	5957	105.95	126.95	24	58.27	79.46	95.36
47	A	MT-47	590	85	740	5968	120.95	144.95	24	66.52	90.71	108.86
51	A	MT-51	500	85	625	5977	107.95	129.95	24	59.37	80.96	97.16
51R	A	MT-51R	500	85	625	5977	107.95	129.95	24	59.37	80.96	97.16
56	A	MT-56	590	95	740	5987	109.95	131.95	24	60.47	82.46	98.96
58	A	MT-58	540	80	675	5957	105.95	126.95	24	58.27	79.46	95.36
59	A	MT-59	590	100	740	5948	117.95	141.95	24	64.87	88.46	106.16
65	A	MT-65	675	130	845	5909	125.95	151.95	24	69.27	94.46	113.36
75	S	MT-75	650	93	815	5948	117.95	141.95	24	64.87	88.46	106.16
75	S	MT-75V	650	95	810	5919	127.95	152.95	24	70.37	95.96	115.16
75/86DT	DT	MT-75DT	550	90	690	5928	114.95	137.95	24	63.22	86.21	103.46
78	S	MT-78	700	120	875	5948	117.95	141.95	24	64.87	88.46	106.16
34/78DT	DT	MT-78DT	725	100	905	5988	123.95	147.95	24	68.17	92.96	111.56
85	A	MT-85	650	95	810	5928	114.95	137.95	24	63.22	86.21	103.46
86	A	MT-86	525	90	655	5928	114.95	137.95	24	63.22	86.21	103.46
91	A	MT-91	550	96	690	5949	131.95	157.95	24	72.57	98.96	118.76
93	A	MT-93	750	130	940	59301	143.95	172.95	24	79.17	107.96	129.56
96R	A	MT-96R	590	95	740	5959	132.95	159.95	24	73.12	99.71	119.66
121R	A	MT-121R	600	110	750	5998	124.95	149.95	24	68.72	93.71	112.46
151R	A	MT-151R	370	55	465	59201	142.95	171.95	24	78.62	107.21	128.66
T5 (90)	A	MT-90/T5	600	95	750	5959	132.95	159.95	24	73.12	99.71	119.66
U1	A	MT-MX-5	370	45	465	5978	121.95	146.95	24	67.07	91.46	109.76

I-LINE • 4 Year Performance • 12 Volt⁽¹⁾

										Months: 19-35	Months: 37-48
24	A	I-24	530	90	665	5976	93.95	112.95	18	70.46	84.56
24F	A	I-24F	530	90	665	5976	93.95	112.95	18	70.46	84.56
26	A	I-26	500	85	625	5927	100.95	121.95	18	75.71	90.86
26R	A	I-26R	440	85	550	5996	96.95	116.95	18	72.71	87.26
34	A	I-34	540	90	675	5927	100.95	121.95	18	75.71	90.86
35	A	I-35	450	80	560	5927	100.95	121.95	18	75.71	90.86
45	A	I-45	480	74	600	5947	103.95	124.95	18	77.96	93.56
51	A	I-51	425	75	530	5927	100.95	121.95	18	75.71	90.86
51R	A	I-51R	425	75	530	5927	100.95	121.95	18	75.71	90.86
58	A	I-58	420	75	525	5937	102.95	122.95	18	77.21	92.66
58R	A	I-58R	460	80	575	5927	100.95	121.95	18	75.71	90.86
65	A	I-65	575	120	720	5948	117.95	141.95	18	88.46	106.16
70	S	I-70	525	85	655	5927	100.95	121.95	18	75.71	90.86
75	S	I-75	550	80	690	5997	110.95	132.95	18	83.21	99.86
75/86DT	DT	I-75DT	450	75	560	5966	92.95	111.95	18	69.71	83.66
78	S	I-78	550	90	690	5927	100.95	121.95	18	75.71	90.86

*12 months free in commercial applications.



Optima Price Sheet

Group Size	Terminal	Part #	SAE Ratings			Exchange Stock #	Suggested Retail	List	Warranty Free Months
			CCA 30 sec./0°F	RC min 25amp/80°F	CA 30sec./32°F				
AUTOMOTIVE • 6 Volt									
A-6V	A	SC6A	800	100	1000	59141	236.95	236.95	36
AUTOMOTIVE • 12 Volt									
25	A	SC25A	720	90	910	59331	222.95	222.95	36
27F	A	SC27FDA	830	140	1000	59381	306.95	306.95	36
34	A	SC34A	800	100	1000	59351	256.95	256.95	36
34	A	SC34DA*	750	120	870	59871	297.95	297.95	36
34/78DT	DT	SC34DU*	750	120	870	59871	297.95	297.95	36
34R	A	SC34R	800	100	1000	59351	256.95	256.95	36
34/78DT	DT	SC34U	800	100	1000	59351	256.95	256.95	36
35	A	SC35A	720	90	910	59331	222.95	222.95	36
35	A	SC35DA*	620	100	775	59261	271.95	271.95	36
46B24R	JIS	SC46B24RD*	450	66	560	59081	301.95	301.95	36
51	A	SC51DA*	450	66	560	59081	301.95	301.95	36
51R	A	SC51RDA*	450	66	560	59081	301.95	301.95	36
75/25DT	DT	SC75U	720	90	910	59331	222.95	222.95	36
75/25DT	DT	SC75DU*	620	100	775	59261	271.95	271.95	36
78	S	SC78S	800	100	1000	59351	256.95	256.95	36
MARINE • 12 Volt									
27	M	SC27DM*	800	140	1000	59381	306.95	306.95	24
31DP	M	SC31DM*	900	155	1125	59012	351.95	351.95	24
34	M	SC34DM*	750	120	870	59771	296.95	296.95	24
34	M	SC34M	800	100	1000	59251	254.95	254.95	24
COMMERCIAL • 12 Volt									
31DP	A	SC31DA*	900	155	1125	59702	345.95	345.95	24
31DP	T	SC31DS*	900	155	1125	59702	345.95	345.95	24

WITH NO EXCHANGE, CORE CHARGE WILL APPLY

Prices and specifications subject to change without notice.

* Deep Cycle

Terminals: A automotive, DT dual, M marine, S side, T threaded stud, V threaded stud on auto, X L, flag nut & bolt

Warranty terms are included in the Interstate Battery Replacement Guide and the product packaging on most batteries.

Please give the consumer the warranty printed on the bag.

LAS CRUCES IN-CITY LOCAL PREFERENCE CERTIFICATION FORM

Business Name: NOVAK INC DBA INTERSTATE BATTERY OF LAS CRUCES

Business Location:

Street: 265 CARVER RD

City: LAS CRUCES NM

Zip Code: 88005

Current City of Las Cruces Business Registration number: _____

Expiration date: 12/12

Business Type:

Corporation - Indicate state of incorporation: State: NM

____ Partnership - Indicate "general" or "limited": _____

____ Sole Proprietorship

____ Individual

Basis for Preference: (CHECK ONE ONLY)

____ Ten (10) or more of the business' employees are residents of the City or 25% or more of the business' employees are residents of the City, whichever is greater.

The business is a corporation with 25% of its employees being residents of the City.

____ The business is a partnership with residents of the City owning a majority beneficial interest in the partnership.

____ The business is a sole proprietorship owned by a resident of the City.

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: JOSEPH NOVAK Title: OWNER Date: 10-04-12

THIS FORM IS REQUIRED WITH THE BID TO OBTAIN LOCAL PREFERENCE



STATE OF NEW MEXICO

Taxation and Revenue Department



APPLICATION FOR RESIDENT BUSINESS CERTIFICATION

SECTION I		General Information	
Name of Business NOVAK INC		Doing Business As (DBA) INTERSTATE BATTERY OF LAS CRUCES	
Mailing Address - City, State, Zip Code PO BOX 774 MESILLA PARK NM 88047			
Physical Address - City, State, Zip Code 265 CARVER RD LAS CRUCES NM 88005			
Name of Business Owner or Officer JOSEPH NOVAK	Phone Number of Business Owner or Officer 575 524-4327	E-mail of Business Owner or Officer NOVAKINC@COMCAST.NET	
Name of Business Contact	Phone Number of Business Contact	E-mail of Business Contact	
NM(CRS) Number: 02-416226-00-4		FEIN/SSN: 85-0468099	
SECTION II		Resident Business Status Information	
Please choose the relevant business status category below and place a checkmark next to all statements that apply to the applicant's business under the relevant category. If any statement under the relevant category is not appropriate to or does not otherwise describe the applicant's business, it may not qualify for certification.			
Existing Business			
<input checked="" type="checkbox"/> The business has been in existence for at least three years; and <input checked="" type="checkbox"/> The business is licensed to do business in New Mexico; and <input checked="" type="checkbox"/> The business has paid property taxes or rent on real property in New Mexico in <i>each</i> of the preceding three years; and <input checked="" type="checkbox"/> The business has paid at least one other tax administered by the State of New Mexico in <i>each</i> of the preceding three years.			
New Business			
<input type="checkbox"/> The business did not exist as a business in any form and has been in existence for less than three years; and <input type="checkbox"/> The business is currently licensed to do business in New Mexico; and <input type="checkbox"/> The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in <i>each</i> of the preceding three years; and <input type="checkbox"/> The owner or majority of owners have paid at least one other tax administered by the State of New Mexico in <i>each</i> of the preceding three years; and <input type="checkbox"/> This business has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preceding three years.			
Relocated Business			
<input type="checkbox"/> The business moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; and <input type="checkbox"/> The business is licensed to do business in New Mexico; and <input type="checkbox"/> Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; and <input type="checkbox"/> The business has leased real property in New Mexico for ten years; or The business has purchased real property in New Mexico valued in excess of \$100,000.			

Previously Certified Business or Purchased, Reorganized, Name Changed Business

- The business is licensed to do business in New Mexico; and
- After January 1, 2012, but less than three years ago, the business obtained and was eligible for resident business certification. However, the business has since: (1) changed its name; (2) reorganized into one or more different legal entities; or (3) been purchased by or merged with another legal entity, but now operates in New Mexico as substantially the same commercial enterprise;

OR

After January 1, 2012, but less than three years ago, the business applied and was eligible for resident business certification. However, before the Department was able to issue certification, the business: (1) changed its name; (2) reorganized into one or more different legal entities; or (3) was purchased by or merged with another legal entity, but now operates in New Mexico as substantially the same commercial enterprise.

SECTION III

Affidavit

AFFIDAVIT FROM CERTIFIED PUBLIC ACCOUNTANT

STATE OF NEW MEXICO
COUNTY OF DONA ANA

I hereby swear, under oath that it is my professional opinion that the applicant meets the required criteria set forth in NMSA 1978, Section 13-1-22 (B) (2012) for Resident Business Certification and that ALL information provided and ALL checked marked statements in the foregoing application are true and complete to the best of my knowledge.

Name <u>MANUEL E. MARTOS</u>	CPA License # <u>3920</u>	State <u>NM</u>	Date <u>9-5-2012</u>
Signature <u>[Handwritten Signature]</u>			

NOTARY

Subscribed and sworn to before me this 5th day of Sept, 2012

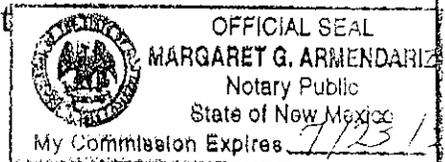
Notary Public Margaret G. Armendariz (NOTARY SEAL) My Commission Expires 7/23/2016

I am authorized to sign this application on behalf of the applicant and attest to the truthfulness of the information provided herein.

Signature of Applicant <u>[Handwritten Signature]</u>	Date <u>9-05-12</u>
--	------------------------

Send completed application along with \$35.00 to:

Taxation and Revenue Department
PO Box 5374
Santa Fe, NM 87502-5374
(505) 827-0951



NEW MEXICO IN-STATE PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended during the 2011 Special Legislative Session, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

Also, until such time that changes to relevant City Procurement Code sections are adopted by the City Council, current sections within the City Procurement Code that are not consistent with the above amended statute are deemed contrary to law and waived for purpose of bid/proposal evaluation and award.

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.



ADDENDUM ONE

September 21, 2012

BID/RFP NUMBER: 12-13-342A

BID/RFP TITLE: FLEET BATTERIES PRICE AGREEMENT

DUE DATE/TIME: October 18, 2012 @ 9:00 a.m. EXTENDED

The following clarifications/modifications/requirements are made part of the above referenced BID/RFP and shall be adhered to in responding to this solicitation:

1. Closing date changed from September 27, 2012 to October 18, 2012 @ 9:00 a.m.
2. Replace ITB dated with September 27, with October 18, 2012 closing date, including excel cost sheet attachment.
3. QUESTION: I would like to use our cost plus a percentage mark up. How would I state this using your “% discount offered from _____” paragraph?
ANSWER: The City will not accept a cost plus mark up, only a discount percent off as requested in the ITB.
4. QUESTION: In your table What is the definition of “Current Discounted Price”?
ANSWER: This is the current base price you are bidding for each item after the discount is given.
5. QUESTION: For “core charge” and “Added Core Charge (no core)” I don’t understand the difference between the 2 columns. Could you explain?

ANSWER: It is common for a battery to have a base price and an extra cost for a core charge. The chart is having the costs broken down, rather than the core price to be included in the battery price.

In some cases, if there is no exchange (no core) there may be an additional charge.

End of addendum one