

State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:

20 Awarded Vendors, see pages 6-9

Price Agreement Number: 30-00000-23-00078

Payment Terms: Net 30

F.O.B.: **Destination**

Delivery: As Requested

Denvery. As Requested

Procurement Specialist: Tami Concha 🔾 C

Telephone No.: (505) 660-3671

Email: Tami.Concha@gsd.nm.gov

Ship To:

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:

As Requested at Time of Order

Title: Electronic Vehicle Charging Stations

Term: August 1, 2023 – July 31, 2024

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk
Date: 8/1/2023

Dorothy Mendonca
New Mexico State Purc

New Mexico State Purchasing Agent

X This Agreement was signed on behalf of the State Purchasing Agent

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Terms and Conditions

(Unless otherwise specified)

- 1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
- 2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. Assignment:

- a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
- b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
- 4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
- 6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
- 7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
- 8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
- 9. **Taxes:** The unit price shall exclude all state taxes.

10. Packing, Shipping and Invoicing:

- a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
- 11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

- 12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.
- 13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
- 14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.
- 16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
- 17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.
- 18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.
- 19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.
- 20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.
- 21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
- 22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

- B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.
 - D. For purposes of this Paragraph, the following terms have the following meanings:
 - (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
 - (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

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days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000174864

ADM TECH LLC **Payment Term:** Net 30

524 W. Garvey Ave **Delivery:** 524 W. Garvey Ave, Monterey Park, CA 91754

Monterey Park, CA 91754 Min Zhou (626) 438-1404 sam@tera-digital.com

(AB) 0000097177

APIC Solutions, Inc. **Payment Term:** Net 30

5550 Midway Park Pl NE **Delivery: FOB Destination**

Albuquerque, NM 87109

Chris Martinez (505) 345-1381

orders@apicnm.com

(AC) 0000126814 **Payment Term:** Net 45

AssetWorks Inc **Delivery:** Delivery time ranges, dependent on charging

P.O. Box 202525 station. The CPF50 charging station is 1-2 Dallas, TX 75320-2525 weeks; the CP6000 Series delivery time is 2-4 Chris Bassett (954) 892-8042 weeks; the Express Plus delivery time is 4-8

chris.bassett@assetworks.com weeks.

(AD) 0000046874

Conti Energy Control, LLC **Payment Term:** Net 30

d/b/a Conti **Delivery:** As Requested

6417 Center Drive

Sterling Heights, MI 48312 Scott Stevens (505) 890-2888

Orders: nmpo@conticorporation.com

(AE) 0000170527

Cordova Contracting & Development, LLC **Payment Term:** Net 30

7411 Hancock Ct. NE **Delivery:** EV chargers can be delivered in approx. 2 weeks. Albuquerque, NM 87109 Commissioning is dependent on local utility.

Shari (505) 243-9675

shari@cordovallc.com

(AF) 0000086357

Four Winds Mechanical HTC/AC **Payment Term:** Net 30

8915 Adams St. NE Suite B **Delivery:** Subject to manufacturer's availability.

Albuquerque, NM 87113 Lynn Armijo (505) 908-0090

lynn@4windsmechanical.com

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(AG) 0000170722

Francis Energy Charging, LLC 15 East 5th Street, Suite 821

Tulsa, OK 74103

Seth Christ (918) 236-5047 schrist@francisenergy.com

Payment Term: Delivery:

Net 10 with 2% discount: Net 30 with no discount

As Requested

(AH) 0000174825

FreeWire Technologies, Inc. 1999 Harrison Street Suite 2650

Oakland, CA 94612

Jordan Baroody (415) 779-5515 jbaroody@freewiretech.com

Payment Term:

NET 30; 2% discount for full prepayment

Delivery:

12 - 14 Weeks

(AI) 0000174793

Livingston Energy Group, LLC 2345 Maxon Rd Ext Suite 1 Schenectady, NY 12308 Jake Dubay (518) 691-3119 jdubay@solution.energy

Payment Term:

Payment Term:

Delivery:

Delivery: 2345 Maxon Rd Ext Suite 1

Net 30

Schenectady, NY 12308

(AJ) 0000134788

Los Ebanistas, Inc. dba Sol Luna Solar

PO Box 10

Dixon, NM 87527

Mark Johnson (505) 455-8875 mark@sollunasolar.com

(AK) 0000174833

National Car Charging LLC 209 Kalamath St. Suite 4 Denver, CO 80223

James Burness (866) 996-6387 info@nationalcarcharging.com Net 30

FOB Destination is determined by project

award location and is as requested

Payment Term: Net 30

Delivery: Delivery varies by product line. Most Level 2 units

> can be delivered in 4-6 weeks, while some DC fast charge units can be 20-30 weeks depending on configuration. These lead times have changed up and down substantially over the last two years.

(AL) 0000081451

Paradise Power Company, Inc. 245 Paseo Del Canon East

Taos, NM 87571

Charlie (505) 395-2244 Ext 2002

charlie@ppcsolar.com

Payment Term:

Delivery:

Net 30 8 weeks

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(AM) 0000174822

Pillar Innovations, LLC

Payment Term: Net 30

92 Corporate Drive

Delivery: As requested

Grantsville, MD 21536

Mike Patscheck (505) 326-7600 PillarFarmPO@pillarinnovations.com

(AN) 0000114869

Pluma, LLC **Payment Term:** Net 30

6301 4th St NW, Suite 1 **Delivery:** As negotiated per Purchase Order Albuquerque, NM 87107

Chris (505) 345-0755 chris@plucys.com

(AO) 0000052724

Prime Electric, Inc.

Payment Term: Net 30

3312 Girard Blvd NE

Delivery: As Requested

Albuquerque, NM 87107

Amore Sanchez (505) 856-9500 asanchez@prime-electricusa.com

(AP) 0000048084

RT Electric Inc. Payment Term: Net 30

480 N 17th **Delivery:** As Requested

Las Cruces, NM 88005

(575) 523-9252

soliver@rtelectricinc.com

(AO) 0000142264

Red Seven Electric LLC

Payment Term: Net 30

PO Box 181

Delivery: As requested

Jarales, NM 87023

Manuel Medina (505) 859-5414 mmedina@redsevenelectric.com

(AR) 0000174844

Somos Solar, Inc.

Payment Term: Net 30
3600 Cerrillos Rd. Ste. 101

Delivery: As Requested

Santa Fe, NM 87507

Blake Richards (505) 506-2050

blake@somos.solar

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Payment Term:

Payment Term:

Delivery:

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(AS) 0000174823 Jefferson W. Smith

d/b/a True Upside Consulting, LLC

9319 Georgetown Pike Great Falls, VA 22066 (703) 332-9123

jwsmith@trueupside.com

(AT) 0000174923 ZEF Energy, Inc.

323 North Washington Ave. Suite 200

Minneapolis, MN 55401 Megan Hoye 1-888-493-3638 orders@zefenergy.com

Net 30

Net 30

Delivery: ZEF Energy will provide direct shipment to the end

Destination. As requested.

location (site of installation) or will provide it to installer for delivery. The cost of being delivered by the installer or shipped direct to end destination is already accounted for in the provided pricing.

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Specifications:

The State of New Mexico, Facilities Management Division is soliciting bids to establish a Statewide Price Agreement to provide Electric Vehicle Charging Stations to include Electric Vehicle Supply Equipment (EVSE) and installation, available for use by all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies allowed may issue orders for items and/or services described herein.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period (s) of four (4) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed five (5) years.

Method of Award:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

The use of a brand name is for the purpose of describing the standard of quality, performance and a characteristic desired and is not to limit or restrict competition. Minor variances may be accepted based on prior approval by User Agency.

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of P.O. Quantities may be increased or decreased as necessary to meet actual requirements. The State does not guarantee any amount of work.

Tax Note:

Bid shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Shipping Charges:

All orders shall be F.O.B. destination under this Price Agreement.

Escalation Clause:

The State Purchasing Division and the Contractor may adjust pricing on a case-by-case basis through an amendment to the Agreement. Contractor shall submit all pricing increase requests to SPD directly or through the Procuring Agency in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item/option and include adequate supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions immediately. Price increases will not be retroactive to orders already in house or on backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. At no time, shall the Contractor place a hold on orders that are pending cost increases or decreases. All changes to the cost shall have the final approval of SPD.

To facilitate prompt consideration, all requests for price increase should include all information listed below:

- 1. Agreement Number
- 2. Item/Option Number
- 3. Current Item Price
- 4. Proposed New Price
- 5. Percentage of Increase
- 6. Manufacturer Notification of price increase indicating percentage of increase including reason for increase.

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Minimum Requirements:

The purpose of the ITB is for Contractor to provide and support the operational function and maintenance of the Electric Vehicle Charging Stations. These will consist of the following Electrical Vehicle Supply Equipment (EVSE) levels:

- Level 1: 120/240V AC power, plugs into electrical outlet
- Level 2: 120/240V or 120/208V AC power hardwired typically this range is from 30-80A
- Level 3: DC Fast charger (DCFC) delivers DC power to the vehicle

All charging equipment shall include remote diagnostics and "remote start" capabilities. When Procuring Agencies receive notice that operational maintenance is required, the Awarded Vendor shall have the capability to remotely diagnose the EVSE to verify the extent of the service need. If issues cannot be remotely addressed, the Awarded Vendor will dispatch service personnel to the site for repairs for which parts costs will be covered for items covered by an active warranty. This shall include EVSE systems including the electrical conductors, related equipment, software, and communications protocols that deliver energy efficiently and safely to the vehicle. Electric Vehicle Supply Equipment (EVSE), Installation and Warranty for the Installation, Chargers and Equipment and shall conform to the following specifications:

	DCFC charging ports will be allowed to have non-proprietary connectors
	(specifically identifying NACS and CHAdeMO) in addition to the required
Supported Connector Types	CCS Type 1 connectors so long as each DCFC charging port can charge a
	CCS-compliant vehicle.
	Each charging port must still be accessible through a CCS connector.
	Each AC Level 2 port must be capable of providing at a minimum 6 kW per
	port simultaneously across all AC ports to allow EV charging customers to
Min Output Power	consent to accept lower power to allow power sharing or to participate in
	smart charge management programs.
	ENERGY STAR certification of AC Level 2 chargers are required.
Supply Voltage	vendor specified
Supply Current	vendor specified
Environmental Specifications	Outdoor
Environmental Operating Temperatures	-20F to 120F
Network Connection	Ethernet, Wireless Air Card (4GLTE or equivalent)
Communications	Cloud Based Plan. Open network and interoperability preferred vs closed
Credit Card Reader	Standard RFID and/or CHIP
Safety and Compliance	vendor specified
Support	24/7 with remote diagnostic capability
	WARRANTY. Vendor provides a 5-year standard parts warranty on the
	shipping for the faulty unit. Vendor warrants that all Equipment, Products,
	and Services furnished are free from liens and encumbrances, and are free
	from defects in design, materials, and workmanship. In addition, Vendor
	warrants the Equipment, Products, and Services are suitable for and will
Warranty	perform in accordance with the ordinary use for which they are intended. This
	shall include an annual "uptime" guarantee and a guaranteed service response
	time. Vendor's dealers and distributors must agree to assist the State of New
	Mexico in reaching a resolution in any dispute over warranty terms with the
	manufacturer. Any manufacturer's warranty that is effective past the
	expiration of the Vendor's warranty will be passed on to the State of New
	Mexico.
Support	24/7 with remote diagnostic capability WARRANTY. Vendor provides a 5-year standard parts warranty on the product which includes shipping replacement parts or new units and return shipping for the faulty unit. Vendor warrants that all Equipment, Product and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendowarrants the Equipment, Products, and Services are suitable for and warrants the Equipment, Products, and Services are suitable for and warrants the Equipment, Products, and Services are suitable for and warrants in accordance with the ordinary use for which they are intended. The shall include an annual "uptime" guarantee and a guaranteed service responsitime. Vendor's dealers and distributors must agree to assist the State of Ne Mexico in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the State of Ne

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Payment Method:

Payments must support the inclusion of a requirement for contact-based credit card readers activated through a swipe, chip, or dip. Must be compliant to Payment Card Industry Data Security Standard (PCI DSS) that is a security standard for protecting credit card transactions. Must make payment accessible to disabled populations. Considering the access to payment displays along with access to the angle of the screen and card reader from a seated position. This ITB requires that bidders (and any/all subsequent affiliated sub-contractors/partners to the Awarded Vendor) be PCI-compliant across all facets of its payments operations that involve charging stations. This includes, but is not limited to, the charging station itself and connection for transaction authorization to the State of New Mexico Fiscal Agent Bank through any means (hard wire, wireless, etc.).

PCI compliance as per the above; Awarded Vendor must provide an Attestation of Compliance (AOC) supporting this for each of the components of the above (including any provided by sub-contractors/partners as may participate in the response to this ITB). For any sub-contractor/partner involved in the payment component of the response, a separate AOC for each will be required in the response. Simply stating that an AOC is present will not meet this requirement. (As background, an Attestation of Compliance (AOC) is a declaration of an organization's compliance with PCI-DSS. It serves as documented evidence that the organization's security practices effectively protect against threats to cardholder data. The AOC must be completed by a Qualified Security Assessor (QSA), which assesses PCI compliance against the most recent standards set by PCI-DSS. A QSA is an entity that is certified by the PCI Security Standards Council to perform PCI-DSS audits, and determine whether organizations are PCI-compliant.)

Equipment Certification:

Equipment Certification and Technical performance of EV Charger in other applications as well as a requirements specifically related to electric components of EV chargers in this price agreement shall conform to all International Organization for Standardization (ISO), regulations. Electric Vehicle Infrastructure Training Program (EVITP) shall be completed by the Contractor. EVITP certification and operational testing shall be accomplished only by applicable electricians who are verified and certified in installation, operations, and maintenance; non-electricians involved in operations and maintenance are not required to be EVITP certified. All electrical, plans and specifications shall conform to UL is an OSHA-accredited Nationally Recognized Testing Laboratory (NRTL) that tests products, including EV charging stations, to applicable UL standards for safety. Equipment and Infrastructure will be installed in accordance with the equipment manufacturer's installation requirements.

Annual Charging Station Utilization Reporting Requirements:

All award recipients are required to submit Electric Vehicle Supply Equipment (EVSE) usage data upon request of the Procuring Agency each year for five years. Annual reports may be subject to submit to the Procuring Agency quarterly each year for five years. Failure to submit annual reports is considered a violation of the terms and conditions of the signed contract. The reporting information submitted to the agency must identify the previous months of EVSE utilization data.

The following information will be requested from each host site.

Report quarterly usage, and operations data from funded sites to include but not limited to the following:

Summary Report per EVSE:

- o Location: Site name, EVSE ID number, address, city, zip, county,
- o Operational uptime,
- Number of charge events,
- Number of unique vehicles,
- o Average charge time per event (mins),
- o Average kW per charge event,
- o Total kW consumed,
- o Gallons of gasoline and/or diesel fuel displaced,
- o Estimated cumulative miles driven from charge and
- o Estimated cumulative gallons of gasoline and/or diesel fuel displaced.

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• Details per charging event:

- o Location: Site name, EVSE ID number, address, city, zip, county,
- o Charge event date time,
- o Time charging,
- o Length of time connected,
- o kW provided,
- Vehicle make, and model year (on events where available).
- o Program Contact Information

End of Specifications

Statewide Price Agreement #: 30-00000-23-00078

Items:

Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price
1	1	EA	Level One Commercial Charging Station 16-32A charger	
			Product cost only, site visits or access to installation site drawings are required to provide installation service	(AA) \$698.00
				(AB) \$14,375.62
			CPF50 Single Port, Pedestal Mount, 50A (POWER SELECT TO 16-32A), Type 1, Cable 18', Single Phase Charger with 6' Cable Management Kit. Includes 5-year Assure warranty plan and 1-year commercial cloud plan service.	(AC) \$6,047.60
				(AD) \$7,000.00
				(AE) \$21,250.00
				(AF) \$10,844.00
			NEMA 14-50 No O&M or software available	(AG) \$155.00
			Includes all-inclusive 5-year Operations and Maintenance warranty on all parts and labor and "Cloud Based Plan"	(AJ) \$2,281.00
				(AN) \$10,237.30
				(AO) \$1,750.00
				(AP) \$2,751.00
				(AQ) \$5,200.00
			*Our uptime guarantee is 99.1% for the requirement stated in the warranty section prior. Applies to all Items 1) thru 7)	(AS) \$997.00
2	1	EA	Level One Commercial Charging Station 50A charger	
			Product cost only, site visits or access to installation site drawings are required to provide installation service	(AA) \$819.00
				(AB) \$11,626.72
			CPF50 Single Port, Pedestal Mount, 50A, Type 1, Cable 18', Single Phase Charger with 6' Cable Management Kit. Unit ships in 5 separate boxes. See invoice or packing slip for details. Includes 5-year Assure warranty plan and 1-year commercial cloud plan service.	(AC) \$6,047.60
				(AD) \$14,713.00
				(AE) \$22,500.00
				(AF) \$19,083.00
			NEMA 14-50 No O&M or software available	(AG) \$155.00
			Includes all-inclusive 5-year Operations and Maintenance warranty on all parts and labor and "Cloud Based Plan"	(AJ) \$2,281.00
				(AN) \$10,237.30
				(AP) \$3,275.00
				(AQ) \$5,900.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$2,997.00

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Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price	
3	1	EA	Level Two Commercial Charging Station Public use EVSE (120/240	V or 120/208V AC)	
3A)			Single port, 30-80A, wall mounted w/cable management		
				(AB) \$14,375.62	
			ChargePoint CP6013 AC Charging Station - includes wall mount, 80A, 1x Type 1 Cable, 1-Phase, 18' Cable, 6' Cable Management Kit, 8' Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Power Share Jumper, and Includes 5-year Assure warranty plan and 1-year commercial cloud plan service.	(AC) \$11,172.00	
				(AD) \$14,713.00	
			*Item 3) \$58,550.00	(AE) \$18,750.00	
				(AF) \$19,794.00	
			80A ABB Wall box w/ 5-Years O&M (Non BABA)	(AG) \$65,472.78	
			LCP-AX48 single wall mounted charger with cable management system, and CC reader. 5-year warranty included.	(AI) \$4,175.00	
			Includes all-inclusive 5-year Operations and Maintenance warranty on all parts and labor and "Cloud Based Plan" QR Code reader	(AJ) \$5,149.00	
			5-year package includes ChargePoint CT4013-GW1 + CPCLD-COMMERCIAL-5 + CT4000-ASSURE-5 + CPSUPPORT-ACTIVE + CPSUPPORT-SITEVALID, 32A. Pedestal mount, and 80A versions available.	(AK) \$10,833.00	
			*The ChargePoint PCI AOC documentation can be made available upon execution of a Non-Disclosure Agreement between the parties; ChargePoint CP6000 50 amp single port wall mount charger with 18' cord and cable management. Price includes 5-year warranty and 5-year cloud based network plan. (Network Cloud plan value is \$1,035)	(AL) \$10,090.00	
			r a (a a a a a a a a a a a a a a a a a	(AN) \$10,524.80	
				(AO) \$6,030.00	
			*Item 3) \$3,275.00	(AP) \$5,895.00	
				(AQ) \$6,200.00	
			40A Dual Port Pedestal CC & RFID, Cable Mgmt. Pricing includes fully loaded cost including preventative maintenance that is associated with the required 5-year warranty period.	(AR) \$14,866.00	
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$2,294.00	
			*NOTE: All pricing includes estimated taxes. Due to varying local tax rates, final invoiced amounts may vary slightly to ensure that they proper taxes are being collected and reported to the NM Taxation and Revenue Department; 7.7kW (40A) Level 2 Charger, with wrap cable management; ground fault and power on/off indicator lights on front; Mounting hardware comes included; Charger plug holster option available; white labeling branding canvas option; Comes with 5-Year Advantage (See ZEF Bid Narrative for more details, includes 5-year warranty) - Price includes shipping costs, estimated taxes (see note below) & 95% Uptime Service Level Agreement to meet uptime and response time requirement. SLA included is our Tier 1 SLA which supports in-field warranty related labor.	(AT) \$6,183.40	

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Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price
3B)			Dual port, 30-80A, pedestal mounted w/cable management	
				(AB) \$11,626.72
			ChargePoint CP6021 Pedestal Mount, 80A, 2 x Type 1, Cable 23', Single Phase Charging Station with RFID Reader, 8' Cable Management Kit, Cellular/Wi-Fi, UL, Power Share Jumper, and Includes 5-year Assure warranty plan and 1 year commercial cloud plan service.	(AC) \$14,969.00
				(AD) \$20,376.00
			*Item 3) \$58,550.00	(AE) \$24,500.00
				(AF) \$22,763.10
			80A ABB Wall box w/ 5-Years O&M (Non BABA)	(AG) \$85,425.74
			LCP-AX48 dual pedestal mounted charger with cable management system, and CC reader. 5-year warranty included.	(AI) \$7,818.00
			Includes all-inclusive 5-year Operations and Maintenance warranty on all parts and labor and "Cloud Based Plan"	(AJ) \$19,917.00
			5-year package includes ChargePoint CT4021-GW1 + CT4001-CCM + CPCLD-COMMERCIAL-5 + CT4000-ASSURE-5 + CPSUPPORT-ACTIVE + CPSUPPORT-SITEVALID, 32A. Wall mount, long cable, and 80A versions available.	(AK) \$12,865.00
			*See addt'l comment for Vendor (AL) under Item 3A); ChargePoint CP6000 50 amp dual port pedestal mount charger with 18' cords and cable management. Price includes 5-year warranty and 5-year cloud based network plan. (Network Cloud plan value is \$2,070)	(AL) \$15,330.00
				(AN) \$16,707.20
				(AO) \$7,415.00
			*Item 3 \$3,275.00	(AP) \$11,397.00
				(AQ) \$8,520.00
			40A Dual Port Pedestal CC & RFID, Cable Mgmt. Pricing includes fully loaded cost including preventative maintenance that is associated with the required 5-year warranty period.	(AR) \$18,156.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$3,291.00
			*See addt'l Comment for Vendor (AT) under Item 3A); Two (2) 7.7kW (40A) Level 2 Chargers and 44" height, ADA compliant pedestal, with wrap cable management; ground fault and power on/off indicator lights on front; Hardware for mounting chargers to pedestal come included; Charger plug holster option available; white labeling branding canvas option; Comes with 5-Year Advantage (See ZEF Bid Narrative for more details, includes 5-year warranty) - Price includes shipping costs, estimated taxes (see note below) & 95% Uptime Service Level Agreement to meet uptime and response time requirement. SLA included is our Tier 1 SLA which supports in-field warranty related labor.	(AT) \$7,142.07

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Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price
4	1	EA	Level Two Commercial Charging Station, fleet use EVSE (120/240 o	or 120/208V AC)
4A)			Single port, 30-80A, wall mounted w/cable management	
				(AB) \$5,856.48
			CP6013 Wall Mount, 80A, 2 x Type 1, Cable 23', Single Phase	
			Charging Station with RFID Reader, 8' Cable Management Kit, Cellular/Wi-Fi, UL, Power Share Jumper, Includes 5-year Assure warranty plan and 1-year commercial cloud plan service.	(AC) \$11,186.50
			Waltering plant and 1 june commercial and control plant sort troop	(AD) \$7,938.00
			*Item 4) \$69,500.00	(AE) \$18,750.00
				(AF) \$93,086.00
			80A ABB Wall box w/ 5-Years O&M (Non BABA)	(AG) \$65,177.43
			LCP-AX48 single wall mounted charger with cable management system, and RFID reader. 5-year warranty included.	(AI) \$2,475.00
			Includes all-inclusive 5-year Operations and Maintenance warranty on all parts and labor and "Cloud Based Plan" QR Code reader	(AJ) \$5,149.00
			5-year package includes ChargePoint CPF50-L18 WALLMNT-CMK6 + CPCLD-POWER-5 + CPF-ASSURE-5 + CPF-ACTIVE + CPSUPPORT-SITEVALID, 50A. Pedestal mount, long cable, and 80A versions available.	(AK) \$4,303.00
			*See addt'l comment for Vendor (AL) under Item 3A); ChargePoint CPF50 50 amp single port wall mount charger with 18' cord and cable management. Price includes 5-year warranty and 5-year cloud based network plan. (Network Cloud plan value is \$1,035)	(AL) \$5,295.00
			• • • • • • • • • • • • • • • • • • • •	(AN) \$16,707.20
				(AO) \$5,720.00
			*Item 4) \$6,550.00	(AP) \$5,895.00
				(AQ) \$11,040.00
			40A Single Port Wall Mount - CC & RFID, Cable Mgmt. Pricing includes fully loaded cost including preventative maintenance that is associated with the required 5-year warranty period.	(AR) \$14,866.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$3,994.00
			*See addt'l Comment for Vendor (AT) under Item 3A); 7.7kW (40A) Level 2 Charger, with wrap cable management; ground fault and power on/off indicator lights on front; Mounting hardware comes included; Charger plug holster option available; white labeling branding canvas option; Comes with 5-Year Advantage (See ZEF Bid Narrative for more details, includes 5-year warranty) - Price includes shipping costs, estimated taxes (see note below) & 95% Uptime Service Level Agreement to meet uptime and response time requirement. SLA included is our Tier 1 SLA which supports in-field warranty related labor.	(AT) \$6,183.40

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	Т .			Page-18
Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price
4B)			Dual port, 30-80A, pedestal mounted w/cable management	
				(AB) \$7,285.32
			CP6021 Pedestal Mount, 80A, 2 x Type 1, Cable 23', Single Phase Charging Station with RFID Reader, 8' Cable Management Kit, Cellular/Wi-Fi, UL, Power Share Jumper, Includes 5-year Assure warranty plan and 1-year commercial cloud plan service.	(AC) \$14,979.00
				(AD) \$9,558.00
				(AE) \$24,500.00
				(AF) \$107,048.90
			80A ABB Wall box w/ 5-Years O&M (Non BABA)	(AG) \$84,835.46
			LCP-AX48 dual pedestal mounted charger with cable management system, and RFID reader. 5-year warranty included.	(AI) \$6,118.00
			Includes all-inclusive 5-year Operations and Maintenance warranty on all parts and labor and "Cloud Based Plan"	(AJ) \$17,245.00
			5-year package includes ChargePoint CPF50-L18-PEDMNT-CMK6-Dual + CT4001-CCM + CPCLD-COMMERCIAL-5 + CT4000-ASSURE-5 + CPSUPPORT-ACTIVE + CPSUPPORT-SITEVALID, 50A. Long cable and 80A versions available.	(AK) \$8,074.00
			*See addt'l comment in red for Vendor (AL) under Item 3A); ChargePoint CP6000 50 amp dual port pedestal mount charger with 18' cords and cable management. Price includes 5-year warranty and 5- year cloud based network plan. (Network Cloud plan value is \$2,070)	(AL) \$9,705.00
				(AN) \$16,707.20
				(AO) \$6,626.00
			*Item 4) \$6,550.00	(AP) \$11,790.00
				(AQ) \$17,040.00
			40A Dual Port Pedestal - CC & RFID, Cable Mgmt. Pricing includes fully loaded cost including preventative maintenance that is associated with the required 5-year warranty period.	(AR) \$18,156.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$6,991.00
			*See addt'l Comment for Vendor (AT) under Item 3A); Two (2) 7.7kW (40A) Level 2 Chargers and 44" height, ADA compliant pedestal, with wrap cable management; ground fault and power on/off indicator lights on front; Hardware for mounting chargers to pedestal come included; Charger plug holster option available; white labeling branding canvas option; Comes with 5-Year Advantage (See ZEF Bid Narrative for more details, includes 5-year warranty) - Price includes shipping costs, estimated taxes (see note below) & 95% Uptime Service Level Agreement to meet uptime and response time requirement. SLA included is our Tier 1 SLA which supports in-field warranty related labor.	(AT) \$7,142.07

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	F Annual HOM			
Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price
5	1	EA	Level Three DC Fast Charger, Commercial (min. 60kw per port)	
			Product cost only, site visits or access to installation site drawings are required to provide installation service	(AA) \$19,500.00
				(AB) \$71,529.22
			ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires CPE250-CMT-IMPERIAL in US CPE250-CMT-IMPERIAL/METRIC not included, Includes 5-year Assure warranty plan and 1-year commercial cloud plan service.	(AC) \$66,019.00
				(AD) \$92,528.00
				(AE) \$225,000.00
				(AF) \$95,162.00
			Power Electronics NB60 - 300A CCS, 200A CHAdeMO w/ 5-Years O&M (Non BABA)	(AG) \$160,530.46
			Boost Charger 200: Battery-backed Ultrafast EV Charger; 160kWh Capacity, 200 kW Output; Dual-Port*; 3-Year On-Site Warranty (Battery, Parts and Workmanship): Proactive Monitoring, Performance Data Analysis & Reporting; Annual Preventative Maintenance and Over the Air Software Updates. Subscription to Base AMP Software included. Shipping to New Mexico. *Boost Charger 200 can charge 2 EVs at > 60kW each simultaneously.	(AH) \$176,500.00
			One LCP-ZDS1203 dual port charger with cable management system and credit card reader and software management. With 5-year Parts only warranty.	(AI) \$68,297.00
			Includes all-inclusive 5-year Operations and Maintenance warranty on all parts and labor and "Cloud Based Plan"	(AJ) \$65,225.00
			5-year package includes ChargePoint CPE250C-625-CCS1-200A-CHD + DC-UNIVERSAL-CMT-METRIC + CPCLD-ENTERPRISE-DC-5 + CPE250-ASSURE-5 + CPSUPPORT-ACTIVE + CPE250-COMMISSIONING, 62.5kW. Can be paired with a twin for 125kW output, requires additional pairing kit.	(AK) \$65,093.00
			ChargePoint CPE250 DCFC with 12' cords and cable management. Price includes 5-year warranty and 5-year cloud based network plan. (Network Cloud plan value is \$5,400)	(AL) \$72,005.00
				(AN) \$144,130.00
				(AO) \$211,518.00
				(AP) \$85,150.00
				(AQ) \$66,200.00
			200kW 2x CCS (300A) - CC & RFID Pricing includes fully loaded cost including preventative maintenance that is associated with the required 5-year warranty period.	(AR) \$107,415.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$59,997.00

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Item	Approx.	UOM	Article and Description	Awarded Vendor
	Qty			& Unit Price
			Item 5 Continued	
			*See addt'l Comment for Vendor (AT) under Item 3A);	
			Power K-Series Station Charger (DCFC unit), comes with 100kW and	
			(2) CCS plugs (or 1) plug as CHAdeMO 125A, NACS available soon)	
			but can accommodate up to 200kW of power (slide in power modules);	
			Simultaneous charging across plugs; Integrated cable management,	
			LEDs, Driver-facing screen, RFID & CC reader; option to add satellites for up to a total of 4 plugs; Dynamic Power Distribution	
			architecture meaning that power is redistributed to vehicles	(AT) \$100,658.16
			automatically to optimize charging per a vehicle's acceptance rate	(A1) \$100,038.10
			(with or without priority); Adaptive Charging meaning all plugs can	
			deliver at 400V or 920V or both to different vehicles simultaneously.	
			Includes the ZEF Energy 5-Year Advantage (software, connectivity,	
			24/7/365 phone support, and warranty for 5 years) plus a 5-year	
			service level agreement which INCLUDES PREVENTATIVE	
			MAINTENANCE required to keep the warranty valid.	
6	1	EA	Level Three DC Fast Charger, Commercial (min. 150kw per port)	
			Product cost only, site visits or access to installation site drawings are required to provide installation service	(AA) \$28,300.00
				(AB) \$97,631.52
			ChargePoint Express Plus Power Link PL1000 Series (with 1x CCS1 200A cable) - North America, 1x CCS1 200A 4.5m cable, 1 Holster, 2.4m Cable management kit, Pedestal, RFID reader, Cellular/Wi-Fi, UL listed, Single input, Includes 5 year Assure warranty plan and 1-year commercial cloud plan service. Requires at least one Power Block with Power Modules	(AC) \$145,220.00
				(AD) \$201,962.00
				(AE) \$245,000.00
				(AF) \$177,581.00
			SK Signet 150kW - 300A CCS, 200A CHAdeMO w/ 5-Years O&M (Non BABA)	(AG) \$175,907.69
			Boost Charger 200: Battery-backed Ultrafast EV Charger; 160kWh Capacity, 200 kW Output; Dual-Port*; 3-Year On-Site Warranty (Battery, Parts and Workmanship): Proactive Monitoring, Performance Data Analysis & Reporting; Annual Preventative Maintenance and Over the Air Software Updates. Subscription to Base AMP Software included. Shipping to New Mexico. *For this use case, Boost Charger 200 can charge 1 EV at > 150kW. If the first EV is charging < 100kW,	(AH) \$176,500.00
			a secondary port allows a second EV to charge up to 100 kW. One LCP-ZDS1805 Single port charger with cable management and	
			credit card reader. With 5-year parts warranty.	(AI) \$70,985.00
			Includes all-inclusive 5-year Operations and Maintenance warranty on all parts and labor and "Cloud Based Plan"	(AJ) \$94,569.00

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Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price
			Item 6 Continued	
			The ChargePoint ExpressPlus is highly modular with ~100 different possible components and thousands of combinations. This example is 160kW, single port, 350A cable and 5 years of networking and warranty and is comprised of EXPP-PB1000-350A-PD + 4x EXPP-PM-40KW + EXPP-PB1000-CMT + EXPP-BLOCK-COMMISSIONING + EXPP-BLOCK-ASSURE-5 + EXPP-PL1011B-5A1S1 + DC-UNIVERSAL-CMT-METRIC + CPCLD-ENTERPRISE-EXPP-5 + EXPP-PL1000-COMMISSIONING + EXPP-PL1000-SINGLE-ASSURE-5.	(AK) \$142,500.00
			ChargePoint Express Plus 160kW DCFC with one PowerBlock, four 40kW Power Modules and one PL1000 Power Link charge dispenser. Price includes 5-year warranty and 5-year cloud based network plan. (Network Cloud plan value is \$6,750)	(AL) \$157,575.00
			* * * * * * * * * * * * * * * * * * * *	(AN) \$271,687.50
				(AO) \$83,296.00
				(AP) \$124,450.00
				(AQ) \$144,300.00
			300kW 2x CCS (300A) Pricing includes fully loaded cost including preventative maintenance that is associated with the required 5-year warranty period.	(AR) \$141,431.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$119,994.00
			*See addt'l Comment for Vendor (AT) under Item 3A); All-in-one DCFC unit, comes with 300kW of power and (2) CCS plugs (or 1) plug as CHAdeMO 125A, NACS available soon) but can accommodate up to 400kW of power (slide in power modules); Simultaneous charging across plugs; Integrated cable management, LEDs, Driver-facing screen, RFID & CC reader; option to add satellites for up to a total of 4 plugs; Dynamic Power Distribution architecture meaning that power is redistributed to vehicles automatically to optimize charging per a vehicle's acceptance rate (with or without priority); Adaptive Charging meaning all plugs can deliver at 400V or 920V or both to different vehicles simultaneously. Includes the ZEF Energy 5-Year Advantage (software, connectivity, 24/7/365 phone support, and warranty for 5 years) plus a 5-year service level agreement which INCLUDES PREVENTATIVE MAINTENANCE required to keep the warranty valid.	(AT) \$198,164.41

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Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price	
7	1	EA	Installation of EVSE at a fully prepared site, including delivery to site, bolt down, assembly, wiring as well as all related network activation, pin pointing and commissioning services to make the charging station(s) fully operable with documented validation of meeting manufacturer's installation specifications. Site-specific construction and electrical work such as electrical engineering, permitting, concrete mounting pads, asphalt paving, bollards, signage, new electrical services, trenching, conduit, wire and breakers shall be priced separately based on specific site plans.		
7A)			Installation of Level 1 16-32A EVSE		
			*Qmerit utilizes a network of independent, local contractors to perform the installation of EV charging stations. These projects will be performed by a local, licensed, electrical contractor that adheres to a strict code of conduct to ensure all projects are completed safely and to code. Applies to 7A) thru 7H)	(AB) \$21,987.00 (AC) \$986.70	
			* within 25 ft. of adequate power, pricing based in ABQ	(AD) \$6,127.00	
			*Item 7) \$287,500.00	(AE) \$21,250.00	
				(AF) \$4,286.75	
			*This is an estimate only. Site specifics will greatly change the installation price. (eg. Quantity of chargers, utility connection, civil works, and distance.)	(AG) \$10,000.00	
			,	(AJ) \$525.00	
				(AM) \$6,500.00	
				(AN) \$70,000.00	
			*Item 7) \$3,487.00	(AP) \$1,599.00	
				(AQ) \$15,910.00	
				(AR) \$2,000.00	
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$177.00	
7B)			Installation of Level 1 50A EVSE		
				(AB) \$21,987.00	
			*See comment for Vendor (AC) under Item 7A)	(AC) \$986.70	
			*See comment for Vendor (AD) under Item 7A)	(AD) \$8,543.00	
				(AE) \$22,500.00	
				(AF) \$4,558.85	
			*See comment for Vendor (AG) under Item 7A)	(AG) \$10,000.00	
				(AJ) \$525.00	
				(AM) \$6,500.00	
				(AN) \$70,000.00	
			*Item 7) \$3,487.00	(AP) \$1,599.00	
				(AQ) \$16,971.00	
				(AR) \$2,250.00	
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$177.00	

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Item	Approx.	UOM	Article and Description	Awarded Vendor
	Qty			& Unit Price
7C)			Installation of Level 2 Public use, single Port, wall mounted EVSE	
				(AB) \$21,987.00
			*See comment for Vendor (AC) under Item 7A)	(AC) \$1,315.60
			*See comment for Vendor (AD) under Item 7A)	(AD) \$6,406.00
				(AE) \$48,500.00
				(AF) \$4,645.95
			*See comment for Vendor (AG) under Item 7A)	(AG) \$20,000.00
				(AI) \$2,250.00
				(AJ) \$525.00
			*CT4000-INSTALLVALID stub-up installation, assumes circuits in place before installation	(AK) \$1,197.00
			*See addt'l comment for Vendor (AL) under Item 3A); *Cost includes delivery to site within a 50-mile radius of PPC Solar offices, labor, materials, commissioning, Activation and pinpointing.	(AL) \$2,706.00
				(AM) \$6,500.00
				(AN) \$70,000.00
				(AO) \$2,250.00
			*Item 7) \$3,487.00	(AP) \$2,562.00
				(AQ) \$18,034.00
				(AR) \$2,500.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$177.00
			*See addt'l Comment for Vendor (AT) under Item 3A)	(AT) \$5,733.07
7D)			Installation of level 2 Public use, dual port, pedestal mounted EVSE	1
				(AB) \$22,421.00
			*See comment for Vendor (AC) under Item 7A)	(AC) \$1,644.50
			*See comment for Vendor (AD) under Item 7A)	(AD) \$9,687.00
				(AE) \$58,500.00
				(AF) \$5,655.40
			*See comment for Vendor (AG) under Item 7A)	(AG) \$25,000.00
				(AI) \$4,500.00
				(AJ) \$850.00
			*See comment for Vendor (AK) under Item 7C)	(AK) \$1,197.00
			*See addt'l comment for Vendor (AL) under Item 3A); *See Also - Delivery comment for Vendor (AL) under Item 7C)	(AL) \$2,706.00
				(AM) \$6,500.00
				(AN) \$70,000.00
				(AO) \$4,500.00
			*Item 7) \$3,487.00	(AP) \$2,562.00
				(AQ) \$19,096.00
				(AR) \$4,000.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$177.00

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	ı	T.		Page-24
Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price
7E)	C -3		Installation of Level 2 Fleet use, single port, wall mounted EVSE	
/L)			Instantation of Level 2 Fleet use, single port, wan mounted EVSE	(AB) \$21,987.00
			*See comment for Vendor (AC) under Item 7A)	(AC) \$1,315.60
			*See comment for Vendor (AD) under Item 7A)	(AC) \$1,313.00 (AD) \$6,406.00
			See Comment for Vendor (AD) under Item 7A)	(AE) \$48,500.00
				(AF) \$5,346.51
			*See comment for Vendor (AG) under Item 7A)	` ' '
			"See comment for vendor (AG) under item /A)	(AG) \$20,000.00
				(AI) \$2,900.00
			*CDE INCTALL WALID stub up installation assumes singuita in place	(AJ) \$525.00
			*CPF-INSTALLVALID stub-up installation, assumes circuits in place before installation	(AK) \$1,197.00
			*See addt'l comment for Vendor (AL) under Item 3A); *See Also - Delivery comment for Vendor (AL) under Item 7C)	(AL) \$3,231.00
				(AM) \$6,500.00
				(AN) \$70,000.00
				(AO) \$2,900.00
			*Item 7) \$3,487.00	(AP) \$2,562.00
				(AQ) \$20,160.00
				(AR) \$3,000.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$177.00
			*See addt'l Comment for Vendor (AT) under Item 3A)	(AT) \$5,733.07
7F)			Installation of Level 2 Fleet use, dual port, pedestal mounted EVSE	
				(AB) \$22,421.00
			*See comment for Vendor (AC) under Item 7A)	(AC) \$1,644.50
			*See comment for Vendor (AD) under Item 7A)	(AD) \$9,687.00
				(AE) \$58,500.00
				(AF) \$6,635.98
			*See comment for Vendor (AG) under Item 7A)	(AG) \$25,000.00
				(AI) \$5,800.00
				(AJ) \$850.00
			*See comment for Vendor (AK) under Item 7E)	(AK) \$1,197.00
			*See addt'l comment for Vendor (AL) under Item 3A); *See Also - Delivery comment for Vendor (AL) under Item 7C)	(AL) \$3,755.00
				(AM) \$6,500.00
				(AN) \$70,000.00
				(AO) \$5,800.00
			*Item 7) \$3,487.00	(AP) \$2,562.00
				(AQ) \$22,018.00
				(AR) \$4,500.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$177.00
			*See addt'l Comment for Vendor (AT) under Item 3A)	(AT) \$6,401.15

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	T	ı	-	Page-25
Item	Approx.	UOM	Article and Description	Awarded Vendor & Unit Price
	Qty			& Unit Price
7G)			Installation of Level 3 DCFC > 60kW	T .
				(AB) \$21,987.00
			*See comment for Vendor (AC) under Item 7A)	(AC) \$1,973.40
			*See comment for Vendor (AD) under Item 7A)	(AD) \$48,435.00
				(AE) \$225,000.00
				(AF) \$8,627.09
			*See comment for Vendor (AG) under Item 7A)	(AG) \$165,000.00
			*Mounting, Provisioning, Commissioning of FreeWire Boost Charger 200, along with final wiring, terminations, and energizing of EVSE. Installation services only for Boost Charger 200	(AH) \$5,200.00
				(AI) \$8,750.00
				(AJ) \$1,260.00
			CPE250-INSTALL-COMMISSIONING, price is in addition to what is included in item 5 above, stub-up installation. Assumes circuits and base in place before installation	(AK) \$3,467.00
			*See addt'l comment for Vendor (AL) under Item 3A); *See Also - Delivery comment for Vendor (AL) under Item 7C)	(AL) \$9,449.00
				(AM) \$9,000.00
				(AN) \$70,000.00
				(AO) \$12,000.00
			*Item 7) \$3,487.00	(AP) \$4,142.00
				(AQ) \$23,347.00
				(AR) \$8,500.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$2,777.00
			*See addt'l Comment for Vendor (AT) under Item 3A)	(AT) \$12,567.48
7H)			Installation of Level 3 DCFC ≥ 150kW	
				(AB) \$21,987.00
			*See comment for Vendor (AC) under Item 7A)	(AC) \$1,973.40
			*See comment for Vendor (AD) under Item 7A)	(AD) \$77,496.00
				(AE) \$245,000.00
				(AF) \$11,081.81
			*See comment for Vendor (AG) under Item 7A)	(AG) \$185,000.00
			*See comment for Vendor (AH) under Item 7G)	(AH) \$5,200.00
				(AI) \$14,750.00
				(AJ) \$1,460.00
			EXPP-BLOCK-INSTALL-COMMISSIONING + EXPP-PL1000-INSTALL-COMMISSIONING, price is in addition to what is included in item 6 above, stub-up installation. Assumes circuits and bases in place before installation	(AK) \$2,850.00
			*See addt'l comment for Vendor (AL) under Item 3A); *See Also - Delivery comment for Vendor (AL) under Item 7C)	(AL) \$21,576.00
				(AM) \$9,000.00
				(AN) \$70,000.00
				(AO) \$14,750.00

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Item	Approx. Qty	UOM	Article and Description	Awarded Vendor & Unit Price
			Item 7H) Continued	
			*Item 7) \$3,487.00	(AP) \$4,142.00
				(AQ) \$25,472.00
				(AR) \$9,500.00
			*See addt'l comment for Vendor (AS) under Item 1)	(AS) \$2,777.00
			*See addt'l Comment for Vendor (AT) under Item 3A)	(AT) \$13,010.85

^{*** 7} Awarded Items Total ***

Certificate Of Completion

Envelope Id: 5BD62C8901E54DFA8F970BF8A4A63785

Subject: GSD/SPD Procurement#: 30-00000-23-00078 Electronic Vehicle Charging Stations - Award

Source Envelope:

Document Pages: 26 Signatures: 1 Envelope Originator: Certificate Pages: 5 Initials: 2 Tami Concha

AutoNav: Enabled

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Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

1100 S Saint Francis Dr Santa Fe, NM 87502 Tami.Concha@gsd.nm.gov

IP Address: 164.64.63.2

Signed: 8/1/2023 11:34:46 AM

Record Tracking

Status: Original Holder: Tami Concha Location: DocuSign

Tami.Concha@gsd.nm.gov 8/1/2023 11:31:21 AM

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Signature Signer Events **Timestamp** Michael Saavedra Sent: 8/1/2023 11:32:44 AM

ms Viewed: 8/1/2023 11:33:57 AM Michael.Saavedra@gsd.nm.gov Signed: 8/1/2023 11:34:04 AM New Mexico General Services

Security Level: Email, Account Authentication Signature Adoption: Pre-selected Style (None) Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Tami Concha Sent: 8/1/2023 11:34:07 AM 1C tami.concha@gsd.nm.gov Viewed: 8/1/2023 11:34:36 AM

Procurement Specialist II

New Mexico General Services, State Purchasing

Division

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie.Paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Security Level: Email, Account Authentication

(None)

Valerie Paulk

Sent: 8/1/2023 11:34:49 AM Valerie Paulk Viewed: 8/1/2023 12:51:41 PM Signed: 8/1/2023 12:52:06 PM

Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 8/1/2023 11:32:44 AM
		•
Envelope Sent	Hashed/Encrypted	8/1/2023 11:32:44 AM
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	8/1/2023 11:32:44 AM 8/1/2023 12:51:41 PM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	8/1/2023 11:32:44 AM 8/1/2023 12:51:41 PM 8/1/2023 12:52:06 PM

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: <u>GSD.SPDinfo@state.nm.us</u>

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at <u>GSD.SPDinfo@state.nm.us</u> and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPDinfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

- (1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:
- (2) Send SPD an email to <u>GSD.SPDinfo@state.nm.us</u> and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at: https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
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 through electronic means all notices, disclosures, authorizations, acknowledgements, and
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