State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
2 Vendors

Price Agreement Number: **60-000-15-00027**

Price Agreement Amendment No.: **Four**

Term: **January 5, 2016 – January 4, 2020**

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

Procurement Specialist: **Clarke J. Fountain**

Invoice:
As Requested at time of order

Telephone No.: (505) 827-0487

Email: **Clarke.J.Fountain@state.nm.us**

Title: **Stationary Communication Batteries**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 5, 2019 to January 4, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 01/05/2019

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472 CF
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
2 Vendors

Price Agreement Number: 60-000-15-00027  

Price Agreement Amendment No.: Three  

Term: January 5, 2016 – January 4, 2019  

Procurement Specialist: Clarke J. Fountain  
Telephone No.: (505) 827-0487

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

Invoice:  
As Requested

Title: Stationary Communication Batteries

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 5, 2018 to January 4, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent  

Date: 12/19/2017

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 CF
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
2 Vendors

Price Agreement Number: 60-000-15-00027
Price Agreement Amendment No.: Two
Term: January 5, 2016 – January 4, 2018
Procurement Specialist: Clarke J. Fountain
Telephone No.: (505) 827-1935

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

Invoice:
As Requested

Title: Stationary Communication Batteries

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 5, 2017 to January 4, 2018 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 12/09/2017

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 CF
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(AC) 0000079538
NGH Power Systems Inc.
3500 Richmond Drive, NE, Suite B
Albuquerque, NM 87107

Telephone No. (602) 437-2150

Price Agreement Number: 60-000-15-00027
Price Agreement Amendment No.: One
Term: January 5, 2016 – January 4, 2017

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

Procurement Specialist: Clarke J. Fountain
Telephone No.: (505) 827-1935

Invoice:
As Requested

Title: Stationary Communications Batteries

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately
Due to DFA change in SHARE number, NGH Power Systems Inc. will be entered into agreement as (AC) 00079538. The (AB) entry is no longer effective.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

Date: 10/24/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 AM
# State of New Mexico
## General Services Department
### Statewide Price Agreement

<table>
<thead>
<tr>
<th>Awarded Vendor</th>
<th>2 Vendors (see page 7)</th>
</tr>
</thead>
</table>

| Price Agreement Number: | 60-000-15-00027 |
| Payment Terms: | Net 30 |
| F.O.B.: | Destination |
| Delivery: | As Requested |

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

| Invoice: | As Requested |

| Procurement Specialist: | Clarke J. Fountain |
| Telephone No.: | (505) 670-9723 |

**Title:** Stationary Communications Batteries

**Term:** January 5, 2016 – January 4, 2017

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

**Date:** 01/04/2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

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 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 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: http://www.insurenewmexico.state.nm.us/.

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!

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website: http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx
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 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 page 1. 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 unsecured, 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) 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 conformity with standard commercial practices.

**Article X – Price Schedule**
Prices as listed in the price schedule hereto attached are firm.
Awarded Vendors:

(AA) 0000118217
Borri Power (US) Inc.
9000 Clay Road, Unit #108
Houston, TX 77080
(346) 212-2686
Contract Administrator: Sam Ayoubi
Email: sam.ayoubi@borripower.com

Payment terms: Net 30
FOB: Destination
Delivery: As Requested

(AB) 0000055515
NGH Power Systems Inc.
3500 Richmond Drive, NE, Suite B
Albuquerque, NM 87107
(602) 437-2150
Contract Administrator: Tom Nebrich
Email: tom.nebrich@nghpower.com

Payment terms: Net 30
FOB: Destination
Delivery: Destination, Freight Allowed

Introduction

The Department of Information Technology (DoIT) of the State of New Mexico is requesting a State Wide Price Agreement for Stationary Communications Batteries, Uninterruptible Power Supplies, Battery Charging Systems, System Accessories, Installation and Maintenance. Some communication sites are in remote areas and are only accessible through private property. Prior access to these remote sites must be coordinated with state of New Mexico personnel.

General

This is a Statewide Price Agreement, there is no estimated quantity, therefore, the award will be based on a per each price.

Prices quoted shall be a specified discount from a current published list or catalog price. At this time, it is impossible to list all the specific individual components that may be required.

Any reference within this document to brand names is only for the purpose of describing the standard of quality, performance, and desired characteristics and is not intended to restrict or limit competition.

The State reserves the right to cancel this Invitation to Bid at any time and to reject any or all bids submitted, if such action is in the best interest of the State of New Mexico.

Vendors submitting bids must be either authorized employees of the manufacturer; or authorized dealers, for the type of equipment submitted that could fulfill all factory warranties and technical services required.

Procurement Manager
The Department of Information Technology (DoIT) has designated a procurement manager who is responsible for the conduct of this procurement whose name and telephone number is listed below:

Nick Cadena  
Law Enforcement Complex  
4491 S. Cerrillos Road  
Santa Fe, New Mexico 87507  
(505)231-8989  
(505)827-9349 Fax  
Nick.Cadena@state.nm.us

Any inquiries or requests regarding this (ITB) should be submitted to the procurement manager.

At the time of submitting bids, each bidder must submit two copies of the following:

1. Discount offered per item or classification of item.
2. Current published price list and equipment/services schedule
3. Catalog and other descriptive literature, technical data, instruction books, or other means to fully describe their equipment.

Vendors who do not submit two copies of the above items may be disqualified. (In addition to submitting two copies; a third copy must be submitted to the procurement manager via email)

Price quote must be good for ninety days for the purpose of evaluation.

Multiple 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 insure availability and timely delivery. Maintenance of the State infrastructure requires different manufacturer's parts and accessories.

Price Agreement

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period(s) of three (3) 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 agreement shall not exceed four (4) years.

Vendors are encouraged to update their catalogs with the latest equipment and technologies applicable to the contract. DoIT will maintain complete and updated equipment lists and pricing.

Warranty

The warranty for all labor and materials supplied by the vendor shall be a minimum of one year.

Items Required

The State requires a fixed percentage discount from the manufacturer's equipment catalog list price. At this time, it is impossible to list all the specific individual components that may be required. Categories of equipment required include but are not limited to:

Stationary communications batteries,
Battery systems to include all hardware and accessories,
Uninterruptible power supplies (UPS's),
Maintenance equipment and materials,
Battery maintenance,
Battery installation,
UPS installation,
Battery removal/disposal,
Battery systems design,
Testing and installation training,
Battery charging systems to include all hardware and accessories,
System transport to include rental of specialized vehicles and equipment.

All items that are requested by this ITB must be new.

Mandatory Specifications:

By submitting bid vendor agrees to the following terms and conditions:

1. Reporting Requirements.

   A. If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act ("ARRA"), Contractor agrees to abide by the reporting requirements of that Act, as amended. Receipt of funds pursuant to ARRA is expressly contingent upon Contractor's agreement that it will fully comply with the reporting requirements specified by the Act. These reporting requirements shall include, but not necessarily be limited to, the following, as applicable:

   a) Contractor shall report information required by the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282), as that law may be amended or renumbered.

      i. The name of the entity receiving the award.

      b. The amount of the award.

      c. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action.

      d. The location of the entity receiving the award and the primary location of the performance under the award, including the city, State, congressional district, and country.

      e. A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.

      f. Any other relevant information specified by the Office of Management and Budget.

   b) Contractor will acquire or update their DUNS number and register with the Central Contractor Registration, if applicable.

   c) Contractor shall report information responsive to ARRA Section 1512 as identified in that Section, and as that Section may be amended or renumbered, and in Federal Office of Management and Budget ("OMB") memorandums and supplements addressing Section 1512 reporting, as amended or renumbered. Reported information will include:

      a) Data elements specific to vendor reporting.

         i. Award Number – Prime Recipient Vendor
         ii. Subaward Number – Sub-recipient Vendor
         iii. Vendor DUNS Number
         iv. Vendor HQ Zip Code + 4
         v. Vendor Name
         vi. Product and Service Description
         vii. Payment Amount
b) Data elements for which the prime recipient or sub-recipient is responsible, but which are generated by the vendor, including, but not limited to: project status, jobs creation, and number of jobs.

c) Data on number of jobs will comply with OMB Memorandum M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE) for jobs created and retained, at page 35, and as that memorandum may be amended, supplemented, or replaced by OMB.

d) If applicable, pursuant to ARRA Division B, Title VII, or pursuant to OMB Guidelines, memoranda or other directives, Contractor will report the names and compensation of the five most highly compensated officers of the Contractor.

e) Contractor shall report any other information specified by the funding federal agency for ARRA-funded projects in addition to the reporting requirements specified in Section 1512 and OMB Memoranda.

f) At the direction of the Agency, Contractor will use any automated data system identified by the Agency to report ARRA funds, jobs created or retained, or any other ARRA-mandated reporting requirements.

g) Contractor will meet all reporting deadlines established by the Agency to ensure compliance with ARRA-mandated reporting deadlines as well as any deadlines specified by the Agency for the reporting of data that the Agency requires in order to comply with Agency’s ARRA reporting requirements.

h) At the direction of the Agency, Contractor will use any automated data system identified by the Agency to report ARRA funds, jobs created or retained, or any other ARRA-mandated reporting requirements.

i) At the direction of the Agency, Contractor will use any automated data system identified by the Agency to report ARRA funds, jobs created or retained, or any other ARRA-mandated reporting requirements.

j) In the event that additional data reporting is imposed on the Agency by federal law or by an appropriate federal agency subsequent to the execution of this Agreement, Contractor agrees to fully comply with any and all additional reporting requirements as directed by the Agency.

B. Contractor shall also be fully responsible for complying with any reporting requirements which apply to any subcontracts awarded pursuant to this Agreement and in accordance with Section 8 of this Agreement regarding subcontracting, such reporting to comply with ARRA and/or the Federal Funding Accountability and Transparency Act (P.L. 109-282), as those laws may be amended or renumbered. Contractor shall be responsible for ensuring that all required subcontractor reporting is completed in a timely and accurate manner.

1) The data elements required for compliance shall include, but not necessarily be limited to, the following, as applicable:

   a. Specific data elements identified by OMB for vendor reporting.

   b. Any other information specified by OMB or the funding federal agency, if applicable.

   c. The number of jobs created and retained by the project or activity, with a narrative description of the types of jobs. Data on number of jobs will comply with OMB M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE), as that memorandum may be amended or supplemented by OMB.

2) At the direction of the Agency, subcontractor will use any automated data system identified by the Agency to track ARRA funds, jobs created or retained, or any other ARRA-mandated reporting requirements.

3) ARRA Funds may be used in conjunction with other funds to perform the Scope of Work under this Agreement, but tracking and reporting must be done separately to meet the reporting requirements of ARRA and the OMB Guidance.

4) Contractor agrees that it will include in any subcontract agreement subject to these requirements, an affirmative obligation upon any subcontractor to collect, maintain and timely provide any and all information subject to the reporting requirements specified herein and a specific authorization for the release of this information directly to the Agency upon the Agency’s request.

2. **Additional Audit Requirements.**

A. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

1) Allow access by any appropriate Federal entity, including an inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to examine any records of the Contractor and any subcontractor pursuant to this original Agreement that pertain to, and involve transactions relating to, this Agreement or any subcontract pursuant to this Agreement; and

2) To allow any appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 to interview any officer or employee of the Contractor or any subcontractor pursuant to this original Agreement.
regarding such transactions.
3) Nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector general.

B. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

1) Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the Contractor or any of Contractor’s subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2) Allow the Comptroller General and his representatives to interview any officer or employee of the Contractor or any of Contractor’s subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
3) Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

C. If any part of this Agreement is funded pursuant to ARRA, Contractor agrees to maintain documentation and records that support all information submitted to the Agency for Federal Reporting purposes.

D. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with and submit to all of the additional audit requirements specified herein.

3. Additional ARRA Requirements.

A. The Agency and Contractor hereby acknowledge that any funding provided pursuant to ARRA is one-time funding which shall be limited to the specific purposes and deliverables specified herein.

B. Whistleblower Protections of Employees Under ARRA

1) Contractor will comply with Section 1553 of the ARRA regarding Whistleblower protections, as that section may be amended or renumbered.
2) Any employer, including Contractor, receiving funds pursuant to ARRA shall post notice of the rights and remedies provided under this section. The notice of rights shall be the same as or equivalent to the example notice set forth in Attachment 2.
3) Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the whistleblower protection provisions specified herein.

C. Buy American Provisions

1) If applicable, Contractor will comply with Division A, Section 1605 of ARRA regarding Buy American Provisions, regarding use of American iron, steel, and manufactured goods, as that section may be amended or renumbered.
2) If applicable, Contractor is responsible for advising any subcontractor of this requirement.
3) In accordance with Section 1605 of the Recovery Act, the Secretary of Commerce has granted a limited waiver of the Recovery Act’s Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP to include the following:
   - Broadband Switching Equipment – equipment necessary to establish a broadband communications path between two points.
   - Broadband Routing Equipment – equipment that routes data packets throughout a broadband network
   - Broadband Transport Equipment – equipment for providing interconnection within the broadband provider’s network
   - Broadband Access Equipment – equipment facilitating the last mile connection to a broadband subscriber.
• Broadband Customer Premises Equipment and End-User Devices – end-user equipment that connects broadband network.
• Billing/Operations Systems – equipment that is used to manage and operate a broadband network or offer a broadband service.

This waiver does not include fiber optic cables, coaxial cables, cell towers, and other facilities that are produced in the United States in sufficient quantities to be reasonably available as end products. The Contractor will be responsible for ensuring that the goods proposed are in conformance with the above referenced law. The responsibility extends to informing all affected subcontractors and material suppliers of these specific requirements and to ensure that the goods being proposed and/or supplied are in conformance with the standard specification.

D. Wage Rate Requirements

1) If applicable, Contractor will comply with Division A, Section 1606 of ARRA regarding wage rate requirements, as that section may be amended or renumbered.
2) If applicable, Contractor will comply with Division B, Section 1601 of ARRA regarding application of certain labor standards to projects financed with certain tax-favored bonds.
3) If applicable, Contractor is responsible for advising any subcontractor of this requirement.

4. Mandatory Waste, Fraud or Abuse Reporting.

If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act ("ARRA"), Contractor shall:

A. Promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving such ARRA funds.

B. Promptly report to the Agency and NMORR any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse of ARRA funds.

C. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.

5. Non-Compliance With ARRA Reporting Requirements.

Failure of Contractor or any subcontractor to Contractor to comply with the reporting requirements, through material omission, knowingly reporting false data, or failure to comply with reporting deadlines, may result in withholding of payment and/or termination of this Agreement.


Cited documents may be viewed in their entirety at United States Government websites, and it is Contractor’s responsibility to fully understand Contractor’s duties and responsibilities for reporting and disclosure requirements when receiving ARRA funds pursuant to this or any other agreement under which ARRA funds are disbursed.

<table>
<thead>
<tr>
<th>Law, Document, or Regulation</th>
<th>Weblink</th>
</tr>
</thead>
</table>
7. Debarment And Suspension And Other Responsibility Matters.

A. Contractor certifies by signing this Agreement, that Contractor and Contractor’s principals, if applicable, to the best of Contractor’s knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Contractor certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.

B. Contractor’s certification in Paragraph A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

C. Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed $25,000, to disclose to the Agency whether as of the time of award of the subcontract, the sub-Contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Contractor shall make such disclosures available to the Agency. If the sub-Contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-Contractor.

MANDATORY DUN & BRADSTREET NUMBER ___________________________
Small wet and sealed lead acid (SLA) batteries.

The offeror must be able to provide 24 volt and 48 volt battery banks with a capacity up to 200 AH per individual battery.

These batteries must meet the following requirements:

- Terminal shall be a threaded insert type, “L” type, “Fast-On”, or SAE stud type.
- Batteries may be six or twelve volts with thermoplastic battery cover and container forming a corrosion free, shock resistant, leak proof assembly.
- Ampere-hour capacity shall be rated at an eight-hour discharge rate to 1.75 volts per cell at 77 degrees Fahrenheit.
- At least a one-year warranty.
- Racks shall be available in to enable the stacking of batteries.
- The vendor shall make available hardware, inter-cell connectors, and maintenance equipment and materials.

Large SLA Batteries

The offeror must be able to provide 24-volts and 48-volt battery banks with a capacity of at least 200 AH per battery.

These batteries should be similar to the GNB absolyte IPP batteries and must meet the following requirements:

- The batteries will be sealed and will not require the addition of water during their operating lifetime.
- No gasses shall escape during normal charging.
- The batteries will operate at any internal pressure of less than 10 PSI.
- Each cell shall have safety vents, which will self-reseal.
- Operate in either vertical or horizontal position.
- The Batteries shall require no periodic equalization.
- Batteries may be two, four, six, eight, or twelve bolts with thermoplastic battery cover.
- Ampere-hour capacity shall be rated at an eight-hour discharge rate to 1.75 volts per cell at 77 degrees Fahrenheit.
- At least a ten-year warranty.
- Racks or modules shall be available to enable the stacking of batteries.
- The vendor shall make available hardware, inter-cell connectors, and maintenance equipment and materials.

High rate flooded batteries.

These batteries must meet the following requirements:

- Batteries shall have a 20-year life expectancy.
- Cover shall consist of a high-impact non-metallic material.
- Posts shall be solid copper-lead plated.
- Batteries shall be vented with a flame arrester.
- Battery shall have high and low level lines.
- Racks shall be available to enable the stacking of batteries.
- The vendor shall make available hardware, inter-cell connectors, and maintenance equipment and materials.
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00027

Photovoltaic, shallow, & deep cycle batteries.

The offeror must be able to provide 12 volts, 24 volts and 48 volt battery banks with a capacity of at least 100 AH. These batteries must meet the following requirements:

- Vender must be able to provide specifications to show relationship between depth of discharge and cycle life.
- Battery cover shall consist of a high-impact non-metallic material.
- Self-discharge rate shall be no more than 1% per week at 77 degrees Fahrenheit.
- Rack shall be available to enable the stacking of batteries.
- The vendor shall make available hardware, inter-cell connectors, and maintenance equipment and materials.

Uninterruptible power supplies (UPS)

The offeror must be able to provide uninterruptible power supplies that provide 120 or 240 volts AC through an inverter. UPS's must be available in each of the following categories: Standby, Line-interactive, or on-line.

These UPS's must meet the following requirements:

- Standby UPS's must protect against power failure, power sags, and power surges.
- Line-interactive UPS's must protect against power failure, power sags, power surges, brownouts, and line noise.
- On-line UPS's must protect against power failure, power sags, power surges, brownouts, line noise, frequency variations, switching transients, and harmonic distortion. This type of UPS's must have power run continuously through the inverter with no transfer or switching time.
- UPS's must be available for outputs from 300 VA to at least 20 KVA.

Battery charging systems (Integrated and/or non-Integrated power systems)

Offeror must able to provide up to 400 amps of power for -48 volt systems and up to 800 amps of power for +24 volts systems.

These Power systems must meet the following requirements:

- Power system must be able to accommodate power distribution methods for (AM1 and GJ1 breakers) and (TPS and SMT fuses).
- Power system must be able to accommodate ground return bus, a back-to-back or individual ground return landings.
- Power system must be able to function in normal operating temperatures ranging from -10F (-25C) to 120F (50C) and to include a cooling system.
- Power system must be able to accommodate switched mode rectifier modules in 24V/100A and 48V50A.
- Rectifiers must have the ability to be used in conjunction with batteries to provide an uninterruptible DC power system.
- Rectifiers must have the capability of load sharing.
- Power system must accommodate a plant controller that will control parallel connected rectifiers and parallel connected battery strings in a 24VDC or 48VDC application.
- Plant controller must have the ability to monitor and control DC power systems remotely as well as locally.
- The vendor shall make available all hardware, Software, and any additional peripheral equipment that will enhance the power system.
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00027  

Maintenance services

Offeror must provide on-site battery maintenance and testing, battery installation, power system installation, UPS installation, battery removal, and battery disposal on a per hour rate.

Offeror must provide pricing for travel and per diem.

Battery, power systems design, and installation training.

Offeror must be able to provide consultation, system design and on site training.

By submitting a bid the vendor acknowledges that they are either an authorized employee of the manufacturer, or an authorized dealer, for the type of equipment submitted and that they can fulfill all factory warranties and technical services required.

Vendors should include all names and addresses that are used for business purposes i.e, different business locations or different “remit to” addresses.

Name of Company: __________________________________________

Address: _________________________________________________

Telephone (office and fax) __________________________________

Contract Administrator: ____________________________________

e-mail ___________________________________________________

Signature _________________________________________________
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<tr>
<th>Item</th>
<th>Approx. Qty.</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
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<th>(AB)</th>
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<td>4</td>
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<td>Yes Yes</td>
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<tr>
<td>7</td>
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<td>Power system (-48 volts)</td>
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<td>Rectifier (24V/100A)</td>
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<td>Software</td>
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Does price include freight? Yes/No

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(If not explain cost for freight?)

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Price for consultation and design services

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<tr>
<td></td>
<td>$250.00/hr</td>
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</tbody>
</table>

(May list price per hour, price per design, travel expenses, etc)

Price for training (List cost per student per class, price per instructor for on-site training, travel expenses, etc.)

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>39</td>
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Shipping costs (Explain as necessary)

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***41 Awarded Items Total***