




Date: November 21, 2024

To: Governing Body

From: Caryn Grosse, PMP, Facilities Project Manager III 

Via: Regina Wheeler, Public Works Department Director 
Sam Burnett, Facilities Division Director 

Subject: Contract for Balanced Resources Acquisition and Information Network (BRAIN) Grid Modernization Project

Vendor Name: Paradise Power Company, Inc.

Munis Vendor Number: 9115

ACTION:

Request for Approval of a General Services Contract with Paradise Power Company, Inc., in the Total Amount of \$589,730, Including NMGRT, for Implementation of the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool, with a Term Ending June 30, 2025. (Caryn Grosse, Public Works Project Manager, clgrosse@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis Contract Number is 3250276.

BACKGROUND AND SUMMARY:

Facilities Division applied for and received a \$550,000 EMNRD Grid Modernization Grant to implement a Balanced Resource Acquisition and Information Network (BRAIN) for the City of Santa Fe. The BRAIN assesses and consolidates energy usage data from facilities and renewable energy generation into an intuitive, single-station control center. The tool will show real-time production and usage, provide alerts when operation parameters are not being met, incorporate billing data, produce energy reports and collect production and consumption data.

The system will help measure performance and efficiency and support optimization of building controls, energy generation resources and future storage resources.

Paradise Power Company (PPC) has proposed to install the BRAIN, via Statewide Price Agreement #20-00000-21-00029. The grant amount of \$550,000 will cover a majority of the costs associated with this project, with additional funds, in the amount of \$39,730.06, provided by Facilities Division to complete the project.

The Facilities Division met with the Vendor and the City's ITT Department to review this application. The ITT Department provided the Facilities Division with their approval for this project to proceed.

Implementation of the BRAIN is expected to be completed by June 30, 2025.

ATTACHMENTS:

General Services Contract

Proposal

Statewide Price Agreement

Certificate of Insurance


Horizons Service List

CPO Determination Email

Department Approval from ITT

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement, 20-00000-21-00029, which expires on February 12, 2025.

Chief Procurement Officer (CPS)/Designee:  Date: Nov 27, 2024

CPO Comment/Exceptions: NMSA 1978, Section 13-1-129

FUNDING SOURCE:

\$550,000 in funding from State of New Mexico Energy, Minerals and Natural Resources Department

Fund Name/Number: Facilities CIP/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Expenditure Object Name/Number: WIP Design/572960

Munis Revenue Object Name/Number: NM Engy Min Nat Resources/490200

Project Ledger Number: PWD2532021

\$39,730.06 in funding from Facilities Division

Fund Name/Number: Facilities CIP/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: Nov 22, 2024

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval:  Date: Nov 27, 2024


Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Date: _____

Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? Yes | No

Approval: _____ Signature:  Date: _____

Comment/Exception: _____

Email: jsburnett@santafenm.gov

Capital Asset* or Project**? Yes | No

Project Ledger# PWD2532021

(*will this procurement result in a tangible item that costs more than \$5,000?)

(**Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

Approval: _____ Date: _____

Comment/Exceptions: _____

Is this a Grant Funded Purchase? Yes | No

Approval: Erika Lujan Title: Grants Manager Date: Nov 27, 2024

Comment/Exceptions: _____

Anticipated length of project: 7 months

Department Contract Administrator Contact Info: Lisa Kahahane (elkahahane@santafenm.gov)

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

GridWatch Balanced Resource Acquisition Information Network (BRAIN)

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and **Paradise Power Company, Inc.** herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

- A. The Contractor shall perform the following work:

Implementation of secure, cloud-based, Balanced Resource Acquisition Information Network (BRAIN) to provide a city-wide, city-owned utility monitoring, analysis and reporting solution to assess and consolidate usage data from water, power and renewables into a single-station control center.

3. **Compensation**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph C of this Clause.

- A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed five hundred forty-five thousand one hundred dollars (\$545,100.00) for labor and materials
- B. Payment. The total compensation under this Agreement shall not exceed five hundred eighty nine thousand seven hundred thirty dollars and six cents (\$589,730.06)], including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor

to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2025**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City 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 City 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.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

7. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

10. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

11. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The

Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

20. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established, and maintained by the State of New Mexico General Services Department, Purchasing Division (issuing entity), 20-00000-21-00029 Photovoltaic Systems, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

22. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

23. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

24. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

25. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

30. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

31. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

32. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. **Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

35. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Caryn Grosse, PMP
Project Administrator Sr
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
clgrosse@santafenm.gov
o 505-955-5938, m 505-795-2471

To the Contractor:

Gary C. Gunthorpe
Business Development Manager
Paradise Power Company, Inc.
245 Paseo Del Canon East
Taos, NM 87571
gary@ppcsolar.com
o 505-395-2244, m 505-681-0141

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Gary C. Gunthorpe
Business Development Manager
Paradise Power Company, Inc.
245 Paseo Del Canon East
Taos, NM 87571
gary@ppcsolar.com
o 505-395-2244, m 505-681-0141

41. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
Paradise Power Company, Inc.

ALAN WEBBER, MAYOR

Daniel Weinman

DANIEL WEINMAN, PRESIDENT/CEO

DATE: _____

DATE: **Nov 14, 2024**

NMBTIN: 03-082825-00-2

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:



Kevin L. Nault (Nov 14, 2024 16:17 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR



CITY OF SANTA FE BRAIN PROPOSAL

October 3, 2024

Project Overview:

Paradise Power Company (PPC), based in Taos, NM, features the secure, cloud-based GridWatch LLC Balanced Resource Acquisition Information Network (BRAIN) to address the City of Santa Fe's (CoSF) long-term need for a city-wide, city-owned utility monitoring, analysis, and reporting solution. GridWatch assesses and consolidates usage data from every CoSF facility's water, power, and renewables into an intuitive, single-station control center.

The GridWatch BRAIN allows the CoSF to prioritize energy initiatives and measure and report to constituents, stakeholders, and other government incentivizing agencies.

Pricing and Fees:

GridWatch Implementation Cost: \$545,100.00

- Implementation costs include labor and material required to accomplish the scope and payment milestones defined in "Attachment 1: City of Santa Fe BRAIN." The BRAIN allows existing systems to pull signals from the existing electric, gas, and water meters. The cost excludes tax, which we assume is billable and allowable.
- ***GridWatch Unlimited Software as a Service (SaaS) Use: \$0.00***
Upon successful implementation, the City of Santa Fe retains the rights to use the BRAIN indefinitely with as many concurrent users it requires.
- ***Annual Maintenance and Services: \$0.00*** (separate agreement following integration)

GridWatch provides "Essential" annual maintenance and services to include:

- "P1-P4" software support and escalation
- Building additions/removal within the software
- Administer cloud services
- BRAIN platform bug fixes and patches

We propose no cost for Essential maintenance for 120 days following project sign-off. Except as the parties may otherwise agree, retaining Essential annual maintenance is \$69,000/year (exclusive of NMGRT) with savings available for longer-term agreements. Note: annual maintenance agreement is required to receive software support, patches, software updates, or software customizations.

PCC Solar Fee: \$545,100.00

NM GRT (8.1875%): \$44,630.06

Total Price: \$589,730.06

The cost includes all applicable NM Statewide Price Agreement retail reductions.

Thank you for your consideration of PPC Solar for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.



Attachment 1:

CITY OF SANTA FE BRAIN

This proposal includes the following Execution Plan and Project Milestones:

The Balanced Resource Acquisition Information Network (BRAIN) integrates distributed energy resources to visualize utility data, usage and spend by site, department, and specified groups. The BRAIN enhances grid response/resiliency by improving and measuring building system performance/efficiency, optimizing existing building assets, and enabling adaptability of resources to interact with the modern grid.

The milestones below are not considered sequential; milestone efforts can overlap and potentially complete prior to another.

Milestone 1 – Project Kickoff

Conduct Project kickoff with an agenda to include points of contact, initial log-in permissions, approved ENTITY logos, general communication approach, issue escalation and resolution approach, milestone and milestone schedule review, milestone “completion state” alignment, and other administrative project management topics as identified.

Completion State: Project Kickoff meeting conducted.

Milestone 2 – Billing Data Correlation and API Portal Data Assessment

Billing Data Correlation: Query and identify facility information necessary for appropriate BRAIN functionality. Information to identify includes but not limited to:

Building / Facility Name	Existing Facility/Equipment Monitoring Software
Building / Facility Organization/Dept.	Issue notification methodology
Physical and Billing Address	Utility Providers (all)
Own, Lease, or Other (Status)	Utility Bills (historical thru current)
Current Facility Energy Assets	Facility Accounts (all)
Existing Controls if Applicable	Mechanical system

API Portal Data Assessment: Determine data available through each API’s portal. Potential portals can include mechanical systems, solar systems, EV charger systems, and others.

Completion State: Facility information collected for each building and API available portal data known from each portal source.

Milestone 3 – Billing Data Configuration, Initial BRAIN Structure, and Billing Account Data Integration

Applying information identified during Milestone 2, specific tasks and BRAIN functionality created for Milestone 3 include:

- Create “Landing Page” with standard BRAIN “Widgets.” ENTITY branding applied.
- Create “Public Interface Page” with standard BRAIN content, accessible to public without Login.

- Complete “Facility Mapping” (note: a facility can consist of multiple buildings and/or multiple meters), representing each facility on a map, along with appropriate standard “group” icon. Facility map includes standard BRAIN widgets/icons.
- Complete “Facility Grouping” – categorize each facility into a collection of like-type facilities (all police facilities become a “group,” for example). Must appropriately define and assign groups.
- Initiate “Facility Dashboards” – each facility receives its own page to include standard BRAIN display and information: overhead (satellite) view of mapped facility; electric, gas, water, and solar usage/spend charts based on historical/most current provided billing data; standard filters; and standard BRAIN widgets. Note, billing data display not functional until completion of Milestone 4 activities below.
- Provide User Access – assumes two permission levels for access: Read Only and Read/Write. Must identify personnel and access level.

Billing Data Processing

Specific tasks and BRAIN functionality for Milestone 3 include:

- Provide utility bill upload automation and user training to manage and upload bills without intervention (automate). Work with utility providers to present billing data in a standard BRAIN-configured Excel (.csv) format.
- Display utility spend/usage/historical billing data on each Facility Dashboard.
- Display utility spend/usage/historical billing data for each group.
- Create “Facility Information” standard file structure allowing ENTITY to post files associated with an individual facility.
- Provide “Facility Comparison” standard functionality, allowing energy consumption comparison between buildings in the same group.
- Create “Data Export” report capability – standard PDF file summarizing utility spend/usage by group or facility.
- Provide “Building Performance” – measurements based on DOE calculations.
- Provide “Building Systems” – display existing systems for each facility to ease navigation

Completion State: Observe and confirm Milestone 3 functionality.

Milestone 4 – API/Real-time Electric Usage Integration

Specific tasks and BRAIN functionality and eGauge installation includes:

- BRAIN pulls appropriate data from each existing API portal and incorporates into current BRAIN configuration to analyze and display (no custom programming).
- Supply and install at main breaker eGauge core meter/data logger/server with necessary routing hardware (up to eight hardware installations). GridWatch procures equipment warranties; PPC performs eGauge hardware installation.

Milestone 4 assumes:

- City of Santa Fe provides all Third-Party Consents for PPC/GW to log in to City of Santa Fe third-party software (API) providers. City of Santa Fe will also facilitate and/or allow direct communication from PPC/GW to third-party software (API) providers if needed.
- PPC/GW granted full access to all Client Data from relevant third party (API) vendors.

Completion State: Observe and confirm software functionality for APIs described above and eGauge hardware installed.

Milestone 5 – Alerting and Reporting / Real-time Electric Data Validation

Specific tasks and BRAIN functionality for Milestone 6 include:

- Provide an alert via standard icon on the Alert Map and Facility Table with alert management.
- Provide “Basic” alerts based on analysis of historical usage data against a ENTITY-provided threshold.
- Provide “Advanced” alerts from APIs based on email notifications originating from capable and available third-party software.
- Onboard eGauge data to BRAIN and integrate to support data reporting

Completion State: Observe and confirm BRAIN functionality described above.

Milestone 6 – Project Sign-off

Specific tasks and BRAIN functionality for Milestone 7 include:

- Formal event validating all functionality described in Milestones 1-6 above.

Completion State: Observe and concur integration complete.

Additional Contribution

- One eGauge core meter/data logger/server unit and installation at main facility breaker
- One Dell 75 4K interactive touch monitor or equivalent and installation (unless City must install its own office equipment)

Assumption/Exclusions:

1. GridWatch assumes the data provided for the BRAIN is accurate as provided
2. Any efforts in addition to those described in Attachment 1
3. Liability for existing controls and equipment
4. Startup and commissioning existing third-party controls and/or equipment
5. Permits or performance and/or payment bonds; priced separately if/when required
6. Hardware procurement and/or installation except as described
- 7.

Payment Milestones:	PRICE	NMGRT	TOTAL PRICE
Project Kickoff	\$143,750.00	\$11,769.53	\$155,519.53
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GS Software Contract_ParadisePowerCo_CityFac_BRAIN_Final CAO with Exhibit A

Final Audit Report

2024-11-14

Created:	2024-11-14
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq343-p2XO7ANqkgzuDGF2CYRFBVfpw

"GS Software Contract_ParadisePowerCo_CityFac_BRAIN_Final CAO with Exhibit A" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-11-14 - 6:34:09 PM GMT- IP address: 63.232.20.2
-  Document emailed to Daniel Weinman (dan@ppcsolar.com) for signature
2024-11-14 - 6:34:52 PM GMT
-  Email viewed by Daniel Weinman (dan@ppcsolar.com)
2024-11-14 - 11:06:09 PM GMT- IP address: 66.249.80.100
-  Document e-signed by Daniel Weinman (dan@ppcsolar.com)
Signature Date: 2024-11-14 - 11:08:07 PM GMT - Time Source: server- IP address: 209.188.127.13
-  Document emailed to klnault@santafenm.gov for signature
2024-11-14 - 11:08:08 PM GMT
-  Email viewed by klnault@santafenm.gov
2024-11-14 - 11:16:37 PM GMT- IP address: 174.231.22.244
-  Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-11-14 - 11:17:08 PM GMT- IP address: 174.231.22.244
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-11-14 - 11:17:10 PM GMT - Time Source: server- IP address: 174.231.22.244
-  Agreement completed.
2024-11-14 - 11:17:10 PM GMT



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TOTAL	\$545,100.00	\$44,630.06	\$589,730.06



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Number: 20-00000-21-00029

Amendment No.: Two

Term: February 13, 2022 – February 12, 2025

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

Procurement Specialist: James Ortega

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: Photovoltaic (Solar Electric) Systems

This 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 February 13, 2024 to February 12, 2025 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

Date: 2/13/2024

Dorothy Mendonca
New Mexico State Purchasing Agent


Certificate Of Completion

Envelope Id: 9CE5A74B6F7C4A83A44E838D94124335	Status: Completed
Subject: Please DocuSign: SPD SPA	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	James Ortega
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	james.ortega@gsd.nm.gov
	IP Address: 164.64.62.10


Record Tracking

Status: Original	Holder: James Ortega	Location: DocuSign
2/9/2024 3:30:25 PM	james.ortega@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra		Sent: 2/9/2024 3:31:27 PM
Michael.Saavedra@gsd.nm.gov		Viewed: 2/13/2024 7:55:17 AM
New Mexico General Services		Signed: 2/13/2024 7:55:36 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
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 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

James Ortega		Sent: 2/13/2024 7:55:37 AM
james.ortega@gsd.nm.gov		Viewed: 2/13/2024 7:56:21 AM
Security Level: Email, Account Authentication (None)		Signed: 2/13/2024 7:56:28 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 10/24/2022 4:00:52 PM
 ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Dorothy Mendonca		Sent: 2/13/2024 7:56:29 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 2/13/2024 8:06:24 AM
SPD Division Director / State Purchasing Agent		Signed: 2/13/2024 8:06:37 AM
General Services Department		
Signing Group: 35000 - State Purchasing Agent	Signature Adoption: Uploaded Signature Image	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 4/14/2023 7:24:59 AM
 ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/9/2024 3:31:27 PM
Certified Delivered	Security Checked	2/13/2024 8:06:24 AM
Signing Complete	Security Checked	2/13/2024 8:06:37 AM
Completed	Security Checked	2/13/2024 8:06:37 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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: GSD.SPInfo@state.nm.us

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 GSD.SPInfo@state.nm.us 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.SPInfo@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 GSD.SPInfo@state.nm.us 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:

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- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



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Purchasing Division

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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) 629-2964

Email: ClarkeJ.Fountain@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: **Photovoltaic (Solar Electric) Systems**

This 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 February 13, 2023 to February 12, 2024 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

Valerie Paulk

Date: 10/18/2022

----- State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS CF

Certificate Of Completion

Envelope Id: D50738E9DF7C45F9BFBBAA4F37B06F852	Status: Completed
Subject: Please DocuSign: 20-00000-21-00029 A001	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Clarke Fountain
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	ClarkeJ.Fountain@gsd.nm.gov
	IP Address: 67.0.225.0

Record Tracking

Status: Original	Holder: Clarke Fountain	Location: DocuSign
10/17/2022 4:06:23 PM	ClarkeJ.Fountain@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Michael Saavedra michael.saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 10/17/2022 4:08:48 PM Resent: 10/17/2022 4:27:26 PM Viewed: 10/18/2022 7:34:49 AM Signed: 10/18/2022 7:35:13 AM
<i>ms</i>	
Signature Adoption: Pre-selected Style 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

Clarke Fountain clarkej.fountain@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	<i>CF</i>	Sent: 10/18/2022 7:35:14 AM Viewed: 10/18/2022 7:41:48 AM Signed: 10/18/2022 7:41:59 AM
Signature Adoption: Pre-selected Style Using IP Address: 67.0.225.0		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk Valerie.Paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i>	Sent: 10/18/2022 7:42:00 AM Viewed: 10/18/2022 9:08:36 AM Signed: 10/18/2022 9:08:49 AM
Signature Adoption: Pre-selected Style Using IP Address: 67.0.221.253		

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/17/2022 4:08:48 PM
Certified Delivered	Security Checked	10/18/2022 9:08:36 AM
Signing Complete	Security Checked	10/18/2022 9:08:49 AM
Completed	Security Checked	10/18/2022 9:08:49 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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: GSD.SPInfo@state.nm.us

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 GSD.SPInfo@state.nm.us 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.SPInfo@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 GSD.SPInfo@state.nm.us 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
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
8 Vendors – Starts on Page 6

Price Agreement Number: **20-00000-21-00029**

Payment Terms: **See Page 6**

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

Delivery: **See Page 6**

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

Procurement Specialist: **Mark Lujan**

Telephone No.: **(505) 795-2516**

Email: **Mark.Lujan@state.nm.us**

Invoice:
As Requested at Time of Order

Title: Photovoltaic (Solar Electric) Systems

Term: February 13, 2022 thru February 12, 2023

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: 2/8/2022

Mark Hayden, New Mexico State Purchasing Agent

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

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

JDL MS

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00029

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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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00029

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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

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement #: 20-00000-21-00029

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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)

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00029

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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.

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement #: 20-00000-21-00029

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Awarded Vendors:

<p>(AA) 0000117314 Affordable Solar Group, LLC dba: Affordable Solar Installations 4840 Pan American E. Fwy NE Albuquerque, NM 87109 505-944-4220 dylan.connelly@affordable-solar.com service@affordable-solar.com</p>	<p>Payment Term: determined by contract</p> <p>Delivery: at job site</p>
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<p>(AB) 0000082606 EverGuard Solar Energy LLC dba: EverGuard Roofing 512 Veranda Rd NW Albuquerque, NM 87107 505-242-6511 shaun@evergauroofing.com</p>	<p>Payment Term: Net 30</p> <p>Delivery: 512 Veranda Rd NW, Albuquerque, NM 87107</p>
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<p>(AC) 0000134788 Los Ebanistas, Inc. PO Box 10 Dixon, NM 87527 505-455-8875 mark@sollunasolar.com</p>	<p>Payment Term: Net 30 (Negotiable)</p> <p>Delivery: FOB Destination Determined Per Project Award Location</p>
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<p>(AD) 0000092230 Osceola Inc. 1300 1st Street NW Albuquerque, NM 87102 505-850-8863 info@osceolaenergy.com</p>	<p>Payment Term: Net 30</p> <p>Delivery: Deliver to 1300 1st Street NW, Albuquerque, NM 87102</p>
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<p>(AE) 0000081451 Paradise Power Company Inc. dba: PPC Solar</p>	<p>Payment Term: Net 30</p> <p>Delivery:</p>
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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-21-00029

**245 Paseo Del Canon East
Taos, NM 87571
575-737-5896 x 2002
charlie@ppcsolar.com or dan@ppcsolar.com**

**(AF) 0000052603
Positive Energy
dba: Positive Energy Solar
3209 Richards Lane
Santa Fe, NM 87507
505-424-1112
clark.simpson@positiveenergysolar.com**

Payment
Term: **Net30**

Delivery: **3651 Princeton Dr NE,
Albuquerque, NM 87107**

**(AG) 0000083297
Rio Grande Renewables, LLC
147 Via Oreada
Corrales, NM 87048
505-470-9876
peter@riogranderenewables.com**

Payment
Term: **Net 30**

Delivery: **To the Project site**

**(AH) 0000086365
Solar Smart Living, LLC
PO Box 1377
Santa Teresa, NM 88008
915-400-2995
info@solarsmartliving.com**

Payment
Term: **Net 30**

Delivery: **As requested**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 627 Paseo Del Pueblo Sur Taos NM 87571		CONTACT NAME: Amy Perez PHONE (A/C, No, Ext): (575) 758-2244 E-MAIL ADDRESS: Amy.Perez@bbrown.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Donegal Mutual Insurance Company	NAIC # 13692
		INSURER B: New Mexico Mutual Casualty Company	40627
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24-25 Master

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPT9444249	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pere Location or Per \$ INCLUDED
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAO9444249	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXL9444249	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea occurrence) \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	61900.116	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CPT9444249	06/01/2024	06/01/2025	Leased/Rented Equip 100,000

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

REF: BRAIN Grid Modernization

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Ave PO Box 909 Santa Fe NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Services Offered to the City of Santa Fe (2024)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [KAHAHANE, ELIZABETH L.](#)
Cc: [GROSSE, CARYN L.](#); [Purchasing DET](#)
Subject: RE: SOW Determination - BRAIN Grid Modernization
Date: Tuesday, October 1, 2024 11:02:34 AM
Attachments: [image003.png](#)

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
 - IT components - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
 - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
 - Emergency Related Purchases - bgwilliams@santafenm.gov
 - Asset over \$5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
From \$20k to \$60k per year, if you aren't using a cooperative or existing contract,

you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.

- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Vendor Registration and Current Procurement Opportunities:
<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link: https://intranet.santafenm.gov/finance_1



More Procurement, less drama ~ John Blair

From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Tuesday, October 1, 2024 10:55 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>
Subject: SOW Determination - BRAIN Grid Modernization

Good morning,

Facilities Division is requesting a SOW determination for the following:

Implementation of secure, cloud-based, Balanced Resource Acquisition Information Network (BRAIN) to provide a city-wide, city-owned utility monitoring, analysis and reporting solution to assess and consolidate usage data from water, power and renewables into a single-station control center, using GridWatch Software as a Service (SaaS).

Mahalo!

Best,

Elizabeth "Lisa" Kahahane

Contracts Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov

M: (505) 795-2439

O: (505) 955-5934



CITY OF SANTA FE
FACILITIES



Pre-screening questions for Software/Solution Replacement Request

Information about the Existing System/Solution:

1. Name of the solution you are trying to replace N/A - move to next page
(version/module)_____
2. Number of current users_____
3. Who is responsible for updating / troubleshooting the current solution?
 - ITT Representative (division/position/name/contact info): _____
 - Vendor (name / contact info): _____
 - City Department’s representative (name/contact info): _____
 - 3rd Party Contractor (name/contact info): _____
 - Other: (Company/name/contact/allocated hours/mo): _____
4. Is the current system hosted in the cloud or locally by the City:
 - Hosted on ITT servers (name and location): _____
 - Hosted on Cloud (provider name and link): _____
5. What are main features you are utilizing with the current software:

6. Describe the limitations of the current software that new proposed solution will remedy:

7. What is the extent of the data that will be transferred to the new solution from the current solution:
 - All the data will be transferred and deleted from existing accounts;
 - Only partial/or no data will be transferred, and the data will be backed up into local drive. (where?)_____
 - No data will be transferred and backed up, and
8. Will there need to be an archival copy of the current solution maintained?
 - Yes (if yes – by who, and how long):_____
 - No
 - Unknown (specify): _____



Information about the Proposed System/Solution:

9. Name of the solution/software you are interested in purchasing: Brain / GridWatch
(version/module): Customizable interfaith impact public works and public utilities, solar and other utilities production to monitor power use

10. What is the goal of the requested application? Energy consumption tracking and alerting

11. Number of users that will be utilizing the system and will need licenses: TBD - Unlimited

12. How many users will be covered by current quote?: Unlimited under 1 thousand, mainly for admins

13. Single sign on – is this solution capable of:

- Azure Entra ID SAML
- Azure Entra ID OAUTH2
- Other SSO: 2 factor authentication,
not Azure, user will receive email w

14. Will the new solution be hosted:

- Locally (address): _____
- or in the Cloud (address): United states, central data center for Google

15. Will the updates to the new system/solution be performed by:

- City staff (Name/position/division): _____
- or the Vendor (assigned staff): Vendor (contact info #21)

16. What existing IT systems, if any, does this solution need to connect to?:

- Email
- Network
- GIS portal/databases* _____ if yes
answer GIS Module

(specify) They will use API's to access the systems, and need some portals opened as per future discussion

17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?

- ITT Representative (division/name/contact info): _____
- Vendor (name / contact info): Vendor Contact Info #21: Will work with access to other utilities systems
- City Department's representative (name/contact info): _____
- 3rd Party Contractor (name/contact info): _____
- Other: (Company/name/contact/allocated hours/mo): _____

18. What is the estimated timeframe for standing up this new solution, and transferring from the current solution to the new solution?

Unknown <input type="checkbox"/>	Under 3 months <input type="checkbox"/>	3 to 6 months <input checked="" type="checkbox"/>	6-12 months <input type="checkbox"/>	More than 1 yrs <input type="checkbox"/>	Other: <input type="checkbox"/>
-------------------------------------	---	---	---	--	------------------------------------

Planning to lunch by mid December, have to be set up by June 30th(end of grant)



19. How or who handles any requests for support for the requested application?

20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs?

No Vendor Support <input type="checkbox"/>	Limited to # hours: _____ <input type="checkbox"/>	Unlimited Business Hours <input type="checkbox"/>	Unlimited 24/7 <input checked="" type="checkbox"/>	Other: Priority based response systems
--	--	---	--	---

Please include Service Level Agreement details _____

21. Vendors contact information for technical questions regarding this new solution:

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting?

23. Is there different level of access to the requested application? If so, how is access handled?

ITT GIS Discovery questions

24. Will you require APA/Map service? N/A

25. Who is your City GIS Contact?: _____

26. List of data needed for map service: will not use GIS Services or layers, maps are based on Google Maps

27. Is there a data that needs to be reconciled back into City GIS databases?: _____

28. Will you need City GIS Team to create you field app/ dashboards/ additional services? _____

29. Will you require City's Esri Licenses and how many?: _____

30. Will this affect City's ESRI service agreement in any way?: _____



For ITT Only (End of discovery results):

A. Will this implementation require ITT resources?

Yes (*)

No

B. Will this implementation and management require ITT staff hours?

Yes (*)

No

C. Was the requested software vetted by ITT Security officer?

Yes

No (*)

D. Does the requested solution have Single Sign enabled?

Yes

No (*)

E. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

Yes (*)

No

Request Approved?

Yes

No (requires CCB)

Approver's Name/ Signature: Zarifa Dushdurova Digitally signed by Zarifa Dushdurova Date: 2024.11.08 10:49:19 -07'00' Date: 11/1/24

Note: Ensure that during the implementation they work with NetOps and address any integration needs with ITT


Contract Packet_PPC_BRAIN_\$589,730.06_1 1 14 2024_CG1 TF1 DC1 RW CG2 SB2 RAW format v2


Final Audit Report

2024-11-21

Created:	2024-11-21
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABcNG-Ge7dVfdn-V6IHjXOZBoY79iz7ti


"Contract Packet_PPC_BRAIN_\$589,730.06_11 14 2024_CG1 T F1 DC1 RW CG2 SB2 RAW format v2" History

 Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-21 - 8:51:21 PM GMT- IP address: 63.232.20.2


 Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2024-11-21 - 8:54:31 PM GMT


 Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2024-11-21 - 9:04:11 PM GMT- IP address: 104.47.64.254


 Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2024-11-21 - 9:04:20 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-11-21 - 9:04:22 PM GMT

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2024-11-21 - 9:09:43 PM GMT- IP address: 63.232.20.2


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Signature Date: 2024-11-21 - 9:10:06 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to rawheeler@santafenm.gov for signature
2024-11-21 - 9:10:08 PM GMT

 Email viewed by rawheeler@santafenm.gov
2024-11-21 - 9:12:22 PM GMT- IP address: 104.47.64.254

 Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2024-11-21 - 9:12:44 PM GMT- IP address: 63.232.20.2

 Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2024-11-21 - 9:12:46 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-11-21 - 9:12:46 PM GMT