

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Goods and Services

THIS AGREEMENT 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. d/b/a PPC SOLAR** 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 Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement 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.

C. "You" and "your" refers to **PARADISE POWER COMPANY, INC. d/b/a PPC SOLAR**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

D. "Change order" means a written order signed and issued by a procurement officer directing the contractor to make changes, which the change order clause of the contract authorizes the procurement officer to order.

2. **Scope of Work**

A. The Contractor shall provide and install the equipment as described in Exhibit "A" attached hereto.

3. **Compensation**

The total compensation under this Agreement shall not exceed two hundred twenty-eight thousand seven hundred thirty-two dollars and seventeen cents (\$228,732.17) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services

have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

## 5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

## 6. 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.

## 7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of

this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. Amendment

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. 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 as a result of this Agreement. 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.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. **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.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement 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. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

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

16. **Records and Audit**

During the term of this Agreement 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. 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 Agreement, will continue to comply with, and that this Agreement

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 Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, 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 Agreement 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 Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **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.

22. **Scope of Agreement; Merger**

This Agreement 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 Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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.

24. **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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **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.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-2. By execution of this Agreement, 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 Agreement.

28. **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 Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement 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 Agreement, 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 Agreement in reverse chronological order; (2) the Agreement, 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.

30. **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 Agreement may be terminated by the City.

31. **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.

32. **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 Agreement. 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 Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. 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 Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement 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 Agreement; 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 Agreement, 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.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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 as 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. Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

**D.** Contractor shall maintain the above insurance for the term of this Agreement 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement 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.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

37. **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 Agreement 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 Agreement, 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.

38. **Survival**

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

**39. 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 Agreement, 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 Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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 Agreement. 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.

**40. 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 Agreement.

41. **Change Orders.**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Agreement compensation, as outlined in Article 2; or
- 5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
  - a. the name of the person requesting the change;
  - b. a summary of the required change;
  - c. the start date for the change;
  - d. the reason and necessity for change;
  - e. the elements to be altered; and
  - f. the impact of the change.
- 2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

42. **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:  
Neal Denton  
Environmental Services Division  
1142 Siler Road  
Building A  
Santa Fe, NM 87504

To the Contractor:  
**Paradise Power Company, Inc. d/b/a PPC Solar**  
245 Paseo del Canon East  
Taos, NM 87571

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:  
Paradise Power Company, Inc. d/b/a PPC Solar  
245 Paseo del Canon East  
Taos, NM 87571

43. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:  
**Paradise Power Company, Inc.**  
**d/b/a PPC Solar**



ALAN WEBBER, MAYOR

DATE: Sep 16, 2022



NAME

Charlie McGarity

TITLE Sales and Design Director

DATE: 6/15/22

CRS# 03-082825-00-2

Registration # 222367

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK   
GB MTG 09/14/2022

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jul 25, 2022 14:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Sep 16, 2022 16:11 MDT)

EMILY OSTER, FINANCE DIRECTOR

3459981.570500  
Org.Name/Org.#



# Quotation

**Sales Representative:** Charlie McGarity  
**PPC Solar – ChargePoint**  
 245 Paseo del Canon East  
 Taos, NM 87571

**E-Mail:** [charlie@ppcsolar.com](mailto:charlie@ppcsolar.com)  
**Telephone:** 575-737-5896

**Quote Number:** 06  
**Sourcewell Contract #**051017-CPI  
**Date:** 7/20/2022  
**Expires On:** 9/20/2022

**Primary Contact:** Neal Denton – Sustainability Planner  
 505-955-2229  
 nhdenton@santafenm.gov

**Bill To Address**  
 City of Santa Fe  
 Environmental Services Division  
 1142 Siler Road  
 Santa Fe, NM 87504

**Ship To Address**  
 City of Santa Fe Facilities

Location	Product Description – PRICING SUMMARY	Total Price
	<b>All stations include the following:</b> - Installation and activation - 1 year Cloud network plan - Make-ready construction and electrical work - Paint striping and/or 'EV charging' signage - Permitting and engineering * Pricing does not include scale-wage labor. If scale-wage is required it will be added separately as a change order.	USD (\$)
Sandoval Garage (VW Grant)	One wall mounted CT4000 dual-port charger in parking garage ground level, serving two public use spaces. <b>VW Grant Award project.</b>	15,698
Convention Center Garage (VW Grant)	One wall mounted CT4000 dual-port charger in parking garage underground level, serving two public use spaces. <b>VW Grant Award project.</b>	16,604
Railyard Garage	Three wall-mounted CT4000 dual-port chargers in the Railyard Parking Garage on the upper (entry) level – serving six public use spaces. Includes a new 125 amp 480 volt branch circuit from the facility MDP to a new voltage transformer and 225 amp, 208 volt EV charger load center in the level 2 utility room. Shared location with VW grant award project for one EVSE	64,764
Railyard Garage (VW Grant)	One wall-mounted CT4000 dual-port charger in the Railyard Parking Garage on the upper (entry) level – serving two public use spaces (one at an existing ADA space). Shared location and installation cost with other (3) EVSE <b>VW Grant Award project.</b>	21,588

Mary Esther Gonzales Senior Center	One pedestal mounted CPF50 dual-port charger in front parking lot, serving two fleet use spaces (no public access, no ADA accessibility)	15,255
Siringo Offices – Building 'E'	One pedestal mounted CPF50 single-port charger in unfenced parking lot, serving one fleet space (no public access, no ADA accessibility)	10,665
Siler Offices – Building 'A'	One pedestal mounted CPF50 dual-port charger in front parking lot, serving two fleet use spaces (no public access, no ADA accessibility)	16,773
Siler Offices – Building 'C'	One pedestal mounted CPF50 single-port charger at side parking lot, serving one fleet use space (no public access, no ADA accessibility)	12,587
Mutton Hall (Mid-Town Campus)	One pedestal mounted CPF50 single-port charger in fleet vehicle parking lot, serving one fleet use space (no public access, no ADA accessibility)	11,396
Water Conservation Office	One wall mounted CPF50 single-port charger in fleet vehicle parking lot, serving one fleet use space (no public access, no ADA accessibility)	5,811
Wastewater Treatment	One pedestal mounted CPF50 single-port charger in unfenced parking lot, serving one fleet space (no public access, no ADA accessibility)	14,440
Airport - 'City Garage'	One wall mounted CPF50 single-port charger in fleet vehicle parking lot, serving one fleet use space (no public access, no ADA accessibility)	5,597

**Quote Total:** 211,178.00 USD  
**8.3125% NM GRT Tax:** 17,554.17 USD  
**Grand Total:** 228,732.17 USD



**Quote Acceptance**

- All pricing is confidential between Customer and PPC Solar.
- 50% Deposit required to begin required procurement, engineering, and schedule the installation.
- Customer to be invoiced upon receipt of executed Quotation.
- Final payment will be required upon project completion, Net 15.

**By signing this quote, I hereby acknowledge that I have the authority to purchase the turnkey product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.**

**Signature :**

**Title :**

**Name (Print) :**

**Date :**

**Company Name :**

**Requested Ship Date :**

**AP Contact Name :**

**AP Contact E-Mail :**



# CT4000 Level 2 Commercial Charging Station

## Specifications and Ordering Information

### Ordering Information

Specify model number followed by the applicable code(s). The order code sequence is: **Model-Options. Software, Services and Misc** are ordered as separate line items.

### Hardware

Description	Order Code	
Model	1830 mm (6') Single Port Bollard Mount 1830 mm (6') Dual Port Bollard Mount	CT4011 CT4021
	1830 mm (6') Single Port Wall Mount 1830 mm (6') Dual Port Wall Mount	CT4013 CT4023
	2440 mm (8') Dual Port Bollard Mount 2440 mm (8') Dual Port Wall Mount	CT4025 CT4027
Options	Integral Gateway Modem - USA Integral Gateway Modem - Canada	-GW1 -GW2
Misc	Power Management Kit Bollard Concrete Mounting Kit	CT4000-PMGMT CT4001-CCM

### Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CTSW-SAS-COMM- <i>n</i> <sup>1</sup>
ChargePoint Service Provider Plan	CTSW-SAS-SP- <i>n</i> <sup>1</sup>
ChargePoint Assure	CT4000-ASSURE <i>n</i> <sup>2</sup>
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan.

<sup>1</sup>Substitute *n* for desired years of service (1, 2, 3, 4, or 5 years).

<sup>2</sup>Substitute *n* for the duration of the coverage (1, 2, 3, 4, or 5 years).

### Order Code Examples

If ordering this	the order code is
1830 mm (6') Dual Port Bollard USA Gateway Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CTSW-SAS-COMM-3
ChargePoint Station Installation and Validation 2 Years of Assure Coverage	CT4000-INSTALLVALID CT4000-ASSURE2
1830 mm (6') Single Port Wall Mount Station	CT4013
ChargePoint Commercial Service Plan, 5 Year Subscription	CTSW-SAS-COMM-5
4 Years of Assure Coverage	CT4000-ASSURE4
Station Activation and Configuration	CPSUPPORT-ACTIVE



The First  
ENERGY STAR®  
Certified EV Charger

## CT4000 Family Specifications

Electrical Input	Single Port (AC Voltage 208/240V AC)			Dual Port (AC Voltage 208/240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
PowerSelect 24A PowerShare	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2
PowerSelect 16A PowerShare	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8W typical (standby), 15W maximum (operation)					

### Electrical Output

Standard	7.2kW (240V AC @ 30A)	7.2kW (240V AC@30A) x 2
Standard Power Share	n/a	7.2kW (240V AC@30A)x1 or 3.8kW (240V AC@16A)x2
Power Select 24A	5.8kW (240V AC@24A)	5.8kW (240V AC@24A) x 2
PowerSelect 24A PowerShare	n/a	5.8kW (240VAC@24A)x1 or 2.9kW (240V AC@12A)x2
Power Select 16A	3.8kW (240V AC@16A)	3.8kW (240V AC@16A) x 2
PowerSelect 24A PowerShare	n/a	3.8kW (240V AC@16A) x1 or 1.9kW (240V AC@8A) x2

### Functional Interfaces

Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Cable Length-1830mm (6') Cable Management	5.5 m (18')	5.5 m (18') x 2
Cable Length -2440 mm (8') Cable Management	n/a	7 m (23')
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7") full color, 640x480, 30fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

## Safety and Connectivity Features

Ground Fault Detection	20mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)
Wide Area Network	3G GSM, 3G CDMA

## Safety and Operational Ratings

Enclosure Rating	Type 3R per UL 50E
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL2231-1, UL2231-2, and NEC Article 625
Surge Protection	6kV@3000A. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-30°C to +50°C (-22°F to 122°F)
Storage Temperature	-30°C to +60°C (-22°F to 140°F)
Non-Operating Temperature	-40°C to +60°C (-40°F to 140°F)
Operating Humidity	Up to 85% @ +50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ +50°C (122°F) non-condensing
Terminal Block Temperature Rating	105°C (221°F)
Charging Stations per 802.11 Radio Group	Maximum of 10. Each station must be located within 45m (150') "line of sight" of a gateway station.



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# ChargePoint Assure

Industry-leading support, maintenance and warranty deliver peace of mind.

ChargePoint® Assure is the most comprehensive EV station maintenance and management program. Assure covers everything needed to keep ChargePoint electric vehicle (EV) charging stations up and running. With Assure, ChargePoint takes responsibility for fixing hardware issues by providing parts, labor and orchestration of repairs by expert support specialists. Proactive monitoring, regular reports and unlimited changes to station policies are included with Assure, as well as one business day response to requests and a 98% annual uptime guarantee. You can also get professional guidance when configuring your stations to make the most of EV charging.

ChargePoint EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs, and accidents or equipment failures can happen. High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. Assure is so much more than a warranty. It is the most comprehensive EV station maintenance and management program. With Assure, you don't have to spend time figuring out how to fix or maintain your station. It's always ready to charge so you get a good return on your investment.

## What Does Assure Include?

### Stay on Top of Operations with Proactive Monitoring

- + Find out about problems before your drivers do with remote monitoring
- + Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- + Keep your stations up and running with proactive troubleshooting and dispatch services
- + Fix problems with on-site labor that ChargePoint dispatches and manages
- + Call us during business hours (5AM – 6PM Pacific) for expert support

### Count On a Fast Fix with One-Business-Day Response Time

- + We respond to all issues within one business day
- + ChargePoint certified technicians will be onsite to repair your station within one business day of receiving any required parts
- + U.S.-based support specialists coordinate all repairs

### Rest Easy with the Industry's Leading Parts and Labor Warranty

- + We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- + We cover labor to repair issues that often aren't covered under warranty, such as vandalism, auto accidents and excessive wear and tear

### Optimize with Expert Advice and Unlimited Changes

- + U.S.-based EV charging experts advise you on best practices for station configuration and management in your region and industry
- + Our team makes unlimited station configuration and policy changes for you, so you can control access to your station, set charging rates and make adjustments based on driver behavior

### Get a Glimpse into Driver Behavior with Robust Reporting

- + See how your stations are being used in an easy-to-read format with monthly summaries
- + Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- + Compare your station use with organizations like yours

## What Does Assure Require?

Because installation quality affects the long-term reliability and availability of EV charging stations, ChargePoint requires that all stations covered by Assure are validated to ensure they meet installation specifications. Validation is performed on-site and includes inspection of power availability, panel, breaker and wiring; confirmation of cellular and local network coverage (through WiFi) and verification that all ChargePoint installation requirements are met. Choose one of the following ways to validate stations and activate Assure:

1. Authorized ChargePoint operations & maintenance (O&M) partners who perform site preparation and station installation will automatically validate the stations and enable Assure.
2. Authorized ChargePoint reseller partners certified to perform self-validation may validate station installations and enable Assure.
3. When independent or in-house installers are used, validation may be purchased from either of the partners above. After the partner successfully validates site preparation and station installation, Assure is enabled.

## Station Maintenance Options

Maintenance Option	Parts Only Warranty	Assure
Availability	One year included for free on all stations installed by a ChargePoint certified installer*	Available for purchase for up to five years. Stations must be installed and validated by a ChargePoint certified installer.
Parts Covered	Defective parts are exchanged	Included and coordinated by a ChargePoint support specialist
Certified On-Site Labor	Not included: station owner must find a ChargePoint certified installer to perform any repairs	Included and coordinated by a ChargePoint support specialist
Monthly Station Summary Report		Included
Detailed Quarterly Reports		Included
Uptime Guarantee		98% with non-performance penalty
Proactive Monitoring		Included
Service Level Agreement		1 business day response time 1 business day from parts arrival for on-site labor
Labor Coverage		Included for damage caused by accidents, vandalism and excessive wear and tear
Unlimited Station Configuration		Included

\* Installations not performed by a ChargePoint certified installer are not covered under warranty.

## Ordering Information

Description	Order Code
Assure for CT4000 Family	CT4000-ASSURE <sup>n</sup>
Assure for CPF25	CPF25-ASSURE <sup>n</sup>
Assure for Express 100	CPE100-ASSURE <sup>n</sup>
Assure for Express 200	CPE200-ASSURE <sup>n</sup>
Assure for Express 250	EXPRESS-ASSURE <sup>n</sup>
Assure for Express Plus	EXPRESS-ASSURE <sup>n</sup>

<sup>1</sup> Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

<sup>2</sup> Substitute *n* for years of service desired (1, 2 or 3 years).

## Companion Services

Description	Order Code
Station Activation and Configuration	CPSUPPORT-ACTIVE
Station Installation and Validation	CT4000-INSTALLVALID
Validation	CPSUPPORT-SITEVALID