

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
STATIONARY POWER SERVICES, INC.,DBA, U.S. ENERGY**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and STATIONARY POWER SERVICES, INC.,DBA, U.S. ENERGY,
hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of purchasing and installing power systems at three County Radio Sites.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Appendix 1 – Master Purchase Agreement

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED TWELVE DOLLARS (\$116,412).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JUNE 29, 2010** through **JUNE 28, 2012**.

This Agreement may be terminated by Contractor, the Sheriff or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding. Payment is subject to Section 4 "Term and Termination" above.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account if claims result from the performance of the Contractor of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, except that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000

- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Debarment and Suspension

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, Contractor hereby acknowledges that prior to execution of this Agreement, County shall research and certify that Contractor:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from the covered transactions by any Federal department or agency; or
- b. Has not within a three-year period preceding this Contract been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity terminated for cause or default.

Pursuant to this obligation, Contractor certifies under penalty o perjury by execution of this Agreement that all of the three conditions listed in this Section (subsections a, b, and c, above) are satisfied.

17. Amendments

The Sheriff or his designee will be authorized to execute contract amendments and Change Orders for modifications to the terms, scope and conditions up to the standard contract amount, so long as the modified term or services is/are within the current or revised fiscal provisions.

18. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Sheriff's Office
Attn: Sheriff
400 County Center
Redwood City, CA 94063
Fax: 650-599-1536

In the case of Contractor, to:

Stationary Power Services, Inc., dba U.S. Energy
6451 Box Springs Blvd.
Riverside, CA 92507
Ph: 80-582-5028 Fax: 951-353-0865

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, President,
Board of Supervisors, San Mateo County

ATTEST:

Date: _____

By: _____
Clerk of Said Board

STATIONARY POWER SERVICES, INC., DBA, U.S. ENERGY

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND STATIONARY POWER SERVICES, INC., DBA U.S. ENERGY

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Contractor will work with the County of San Mateo's Information Services Department's Radio Services to design, supply, install, connect and test complete Alpha/Argus Technologies branded power systems to support all site DC-powered equipment at three County Radio Sites.

Contractor will perform/provide design and installation of DC Power Systems to the following locations:

- Hall of Justice – 400 County Center, Redwood City, 94063
Equipment located in network room on roof of building.
- Pise Mountain – N37-27-20 W122-20-23
Located adjacent to Highway 35 approximately five miles north of Highway 92.
The site access is via a dirt driveway approximately 75 yards off of a paved road.
- La Honda Verizon – 335 Sears Ranch Road, La Honda, 94020
Off Highway 84 in La Honda. Access via dirt road approximately 200 yards off paved road.

1. Removal and Disposal of all existing -48VDC "Volt Direct Current" Battery Plants

Contractor will remove and dispose of all existing -48 VDC Battery Plants in accordance with the California Environmental Regulations and any applicable Federal regulations.

When existing power systems are replaced, the removal and disposal of existing systems shall be the Contractor's responsibility. The County reserves the right to remove and retain functional modules/components from replaced systems prior to disposal.

2. Battery Cell Design

The batteries shall use an absorbed glass mat design where the plates are separated by a highly porous fiberglass mat which functions as the electrolyte retainer. This design shall provide a high oxygen recombination efficiency and a low resistance.

The cells shall never need watering.

The Battery Plant shall not require any special ventilation.

Battery plates shall be of the flat pasted type and the positive plates shall be individually wrapped.

The grid alloy shall give the batteries excellent cycling performance and float characteristics with low gassing.

Each cell shall have a removable self-sealing safety valve that operates at a predetermined pressure with a flash arrestor.

Cell posts shall be made of copper. Each cell terminal shall be designed to carry its one minute current rating with minimal voltage drop.

Cell containers and covers shall be constructed of high impact polypropylene and shall meet flame retardant requirements to UL94 V-0/28% limiting oxygen index.

The covers shall be heat sealed to the container for a leak resistant seal.

Cells shall not require any scheduled equalization if floats are charged at their proper voltage.

Cells shall have a 20-year design life provided they are operated at the recommended float voltage and maintained at 25° C (77° F).

The Battery Plant shall be capable of providing a minimum of 1000 – discharge cycles to 80 % of full charge at 25° C (77° F).

The battery shall be capable of operating at temperatures between -10° C and 50° C.

The battery recombination efficiency at 25° C (77° F) shall be a minimum of 99%.

The battery shall be tolerant to freezing.

The battery design shall allow for complete deep discharge recovery.

The Battery Plant self discharge rate shall be a maximum of 1.0% per week at 25° C (77° F).

The design shall incorporate provisions for maintenance to include cell/battery removal and replacement.

Each cell shall be capacity tested per IEEE-450 as part of the Manufacturer's Quality Assurance (Q.A.) acceptance with a pass criterion of 90% of the published rating.

Factory test results shall be supplied to the County as part of the documentation.

Prior to acceptance, the County reserves the right to perform the following tests/inspections and reject any cell/battery that does not meet the following requirements:

- Float voltage
- Leakage
- Conductance Test

The Manufacturer's Q.A. acceptance shall also verify cover to jar seal and post seal integrity.

The Input/Output terminals shall be securely anchored to the battery plant frame in such a fashion that there is no rotational torque on battery cable interconnection from the heavy cable weight or return to coiled-form energy.

The module frames and I-beams shall be painted with acid resistant paint.

The polarity shall be permanently and legibly marked on each terminal or on the cover immediately adjacent to the terminals.

The following information shall be permanently marked on each cell:

- Consecutive Cell Number
- Type Designation
- Nominal Ampere-hour Capacity (8 hour rate)
- Manufacturer's Name
- Month and Year of Manufacture
- Year of End of Guarantee

3. Battery Plant Installation

Contractor shall supply a new Battery Plant for each remote site sized for four (4) hours of reserve capacity at 25° C (77° F) supplying the full -48 VDC load as specified herein. Each Battery Plant shall consist of the following components:

- Modules/cells
- Module frames and hardware
- I-beam or other structural supports as needed
- Inter-cell connectors
- Inter-module connectors
- Input/Output terminal plates
- Protective covers
- Cell numerals
- Lifting straps
- Miscellaneous hardware
- Low Voltage Battery Disconnect (LVBD)

The Battery Plant shall be of a completely sealed design and type for use in the telecommunications industry.

The Battery Plant design shall be based on valve regulated lead calcium technology.

The Battery Plant manufacturer shall have at least ten (10) years proven field experience in valve regulated batteries.

The Battery Plant shall be essentially maintenance free in that no water additions or scheduled equalization charges are required.

The Manufacturer shall provide a written guarantee of the ten (10) year performance of the Battery Plant, based on a pro rata replacement of any cell or cells.

The Battery Plant Manufacturer shall provide future support in the form of warranty service, engineering information, maintenance instructions and spare parts.

Cells shall be UL listed.

Each Battery Plant shall have sufficient capacity at 77° ambient temperature to supply the full load for four hours continuously.

Battery cells shall be rated explosion proof, with proper charging and temperature compensation in place.

The -48VDC Battery Plant shall consist of 24 cells at a nominal 2 volts.

The -48VDC Battery Plant float voltage shall nominally be 54 VDC.

The -48VDC Battery Plant shall have the positive terminal grounded.

The rated battery capacity in ampere-hours shall be sufficient to supply the entire DC load for four hours at 25° C (77° F)

The rated battery capacity shall be met under the following conditions:

- Temperature = 25°C (77° F)
- Four (4) Hour discharge time

The Input/Output terminals on the battery plant shall be large lead-coated copper plates with adequate holes in each terminal for the following as a **minimum**:

- Negative: Two 9/16" hole sets on 1-3/4" centers (T&B), one 9/32" hole set on 5/8" centers (T&B)
- Positive: Two 9/16" hole sets on 1-3/4" centers (T&B), one 9/32" hole set on 5/8" centers (T&B)

4. Rectifiers

Contractor shall be responsible for connecting the Radio System equipment to the DC Power System and emergency generator at each site and for testing and verifying proper operation of switchover between commercial, battery and generator power sources.

Rectifiers shall be Alpha/Argus Technologies “Cordex” branded modular switched mode rectifier modules with an N+1 configuration and designed for a load capacity such as that the failure of one rectifier has no effect on the Power System, except that the load of each remaining rectifier increases. The rectifier assembly should be composed of at least five (5) plug-in rectifier modules.

DC-to-DC Converters, where used for 12VDC loads, shall be based on an N+1 configuration and designed for a load capacity such that the failure of one converter has no effect on the Power System except that the load of each remaining converters increases.

Rectifier capacity at each site shall be based on 100% of the initial load requirement plus a 25% reserve.

Site critical 120VAC loads required for the Radio System shall be powered by Contractor-supplied Alpha/Argus Technologies branded DC-to-AC inverters which will be fed from the DC Battery Plant. Inverters will be sufficiently sized to support 1000W AC load.

5. Electrical Requirements

The input voltage shall be either 240 volts AC single phase or 208 volts AC three phase (location dependent) – rectifiers shall accommodate voltage variations of up to $\pm 20\%$ and still maintain output capacity over the temperature range -20°C to $+65^{\circ}\text{C}$ (-4°F to $+149^{\circ}\text{F}$).

Nominal DC Output Voltage: -48 Volts, distributed across a minimum of ten (10) individually circuit breaker protected circuits.

Electrical Noise: Less than 100mV Peak to Peak from 0 to 20MHz and less than 200 mV Peak to Peak from 0 to 100MHz.

Voice band noise shall be less than 32 DBrnC.

Maximum Output Current: Predicated upon Contractor equipment loads, for a duration of a four (4) hour commercial and generator outage = Minimum (Amps).

Harmonic Distortion: Maximum 5.0% total Harmonic Current Distortion at full load.

Audible/Acoustic Noise: Each rectifier shall have a maximum audible noise of less than 60 DBA when measured three (3) feet from the equipment, while operating at no load, partial load, or full load; with or without cooling fans.

Efficiency: $>90\%$ Efficiency at 100% load.

Power Factor: Active power factor correction circuitry shall achieve $>.99\text{PF}$ from 50% to full load.

6. Mechanical Requirements

All power equipment installations shall meet Seismic Zone 4 regulations and practices.

Relay Rack Mountable: Standard 19" or 23" wide rack.

Rectifiers may have fans for cooling.

Contractor will provide floor space and floor loading requirements, and information with the description of equipment.

7. Alarms

Contractor will provide all alarm capabilities included in each Power Plant.

Remote alarm indications – One set of Form "C" contacts for connection to remote County alarm circuits shall be provided for each of the following:

- Minor Rectifier Failures
- Major Rectifier Failures
- High DC Voltage Alarm
- Low DC Voltage Alarm
- Distribution Fuse/Break Trip
- Major Converter Fail
- Minor Converter Fail
- AC Major Fail
- AC Minor Fail
- Summation Alarm
- Low Voltage Disconnect Operate

8. Environmental Specifications

Operating Temperature shall be from -40° C to +70° C (-40° F to +158° F) and shall operate at all altitudes ranging from 200 feet Below Mean Sea Level to 13,000 feet Above Mean Sea Level. Between 5,000 feet and 13,000 feet Above Mean Sea Level the ambient operating temperature shall be de-rated by 2° C (3.6° F) for each 1,000 feet increase in altitude. Relative humidity range shall be from 0% to 95% non-condensing.

9. Connectivity

Contractor will be responsible for connecting the Radio System equipment to the DC Power System and emergency generator at each site. Contractor will test and verify proper operation of switchover between commercial, battery and generator power sources.

10. Acceptance Testing

Contractor will perform Acceptance Tests in the presence of a County representative. Acceptance Tests shall commence when the system is fully

installed and operational/ready for normal usage. Acceptance Testing shall include the following:

- Physical inspection of installed equipment
- Functionality
- Load Test
- Alarm Reporting

Contractor will provide the County with standard factory test results documentation.

10. Warranties

After issuance of the final Acceptance Certificate, the Manufacturer shall be responsible for the warranty of the Battery Plants for 10 years.

County shall maintain standard maintenance schedules and records.

Contractor shall guarantee, in writing, parts availability support for all provided equipment for a minimum of seven (7) years after systems delivery and implementation completion.

Contractor shall provide a minimum one (1) year system installation warranty on the entire system.

The System(s) provided will include a stock of replacement parts/spares including, at a minimum, the Load Disconnect Panel, Power System Mounting Frame, and Rectifier Modules.

The methods and techniques used to provide services to the County are within the Contractor's discretion, but subject to County Information Services Department's technology policies, guidelines, and requirements. The amount of time, specific hours, and location of the performance of Contractor's services is also left to the Contractor's discretion provided that Contractor coordinates with County departments as needed.

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND STATIONARY POWER SERVICES, INC., DBA U.S. ENERGY

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

1. SCHEDULE OF CHARGES

HARDWARE	\$81,417.40
TAX (@9.25%)	\$7,531.11
SERVICES	\$24,720.00
SHIPPING AND HANDLING	\$2,743.29
TOTAL	\$116,411.80

A.	Pise Mountain – Large Site (Single Phase with 12VDC) Minimum 325A at 48VDC +10A at 12VDC:	
	DC Power System Equipment	\$12,653.00
	Batteries	\$18,287.00
	Installation and Testing	\$8,240.00
	Disposal	Included
	Other Spare Parts	\$1,692.88
	Taxes @9.25%	\$3,018.54
	Shipping and Handling	\$914.43
	Total	\$44,805.85
B.	Hall of Justice – Large Site (Three-Phase with 12VDC). One required minimum 325A at 48VDC + 10A at 12VDC:	
	DC Power System Equipment (to include AC inverter(s) @500W and DC-to-DC Converters)	\$12,729.00
	Batteries	\$18,287.00
	Installation and Testing	\$8,240.00
	Disposal	Included
	Other Spare Parts	\$1,692.88
	Taxes @9.25%	\$3,025.57
	Shipping and Handling	\$914.43
	Total	\$44,888.88
C.	La Honda (Verizon) – Small Site. One required minimum 100A at 48VDC:	
	DC Power System Equipment @500W	\$8,889.00
	Batteries	\$5,486.00
	Installation and Testing	\$8,240.00
	Disposal	Included
	Other Spare Parts	\$1,700.64
	Taxes @9.25%	\$1,487.00
	Shipping and Handling	\$914.43
	Total	\$26,717.07

The County will submit payment within thirty (30) days of receipt of invoice upon the approval of work performed during the billing cycle. Contractor will submit invoices on a per site basis.

Each invoice will include the following:

- Agreement Number
- Purchase Order Number
- Actual Services performed/hardware provided, amount billed and amount billed in total
- The net amount for which payment is due

In no event shall total payment under this Agreement exceed ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED TWELVE DOLLARS (\$116,412). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

APPENDIX 1 – Master Purchase Agreement

1. Definitions

1.1 “Equipment” means the equipment specified in the Equipment List.

2. General Terms

2.1 County of San Mateo (“County”) is a political subdivision of the State of California. The terms defined herein shall be extended in full to any and all departments and administrative bodies as defined by San Mateo County or otherwise created by action of the Board of Supervisors, or any governmental entity for which the Board of Supervisors is the governing board.

2.2 U.S. Energy Systems desires to provide products and services that are added by mutual agreement by the County and U.S. Energy Systems.

During the first year, the pricing for additional Equipment will remain firm, plus applicable freight charges; thereafter, the Product pricing may have an increase of 5 to 10% for the second year, not to exceed 10%.

2.3 The rights set forth herein shall be valid for the same term as listed in the Agreement between the County of San Mateo and U.S. Energy System.

2.4 Should the County desire to purchase any new, additional, and/or renewal hardware, and/or services (maintenance, technical support, training, professional services, etc.) from U.S. Energy System, they shall be extended the Master Purchasing pricing as set forth below and the second year could have an increase referred to in Section 2.2, based on the then-current rates.

2.5 Maintenance and Support shall be by, and the responsibility of, the County. The terms of maintenance and support shall be governed by U.S. Energy System’s Standard Service Agreement.

2.6 As part of the support and services from U.S. Energy Systems, the County shall not be required to submit/return any component that may contain County data, such as hard drives, as solely determined by the County, and the County shall not be charged or penalized for withholding that component.

2.7 Services provided by U.S. Energy Systems, in connection with any purchase by the County, through this Master Purchase Agreement will be based on a mutually agreed upon Statement of Work.

2.8 Each subsequent purchase off this Agreement will be a separate transaction. Payment terms for the purchase of additional Equipment or parts shall be Net 30 days from the date of invoice as shipped or as otherwise agreed. Payment terms for the purchase of additional Services will be Net 30 days from the date of invoice as performed or as otherwise agreed. If County wishes to purchase additional Equipment or additional Services off this Agreement as

permitted in Sections 2.3 and 2.4 above, it must issue a Purchase Order or similar purchasing document that specifically states:

“By issuing this Purchase Order, issuer agrees that the applicable provisions, terms and conditions of the Agreement, govern this purchase.”

3. Price List

-48V Power System Large Site: 208-240VAC Single Phase:

QTY	DESCRIPTION	
1	Floor Loading 144 lbs. psqft 329 lbs psin: 20 Load Breakers with LLVD 054-XXX-10	\$12,653.00
1	Relay Rack, 23", Zone 4 Seismic, 44 RMU, 7'0" L0, 50 030-638-20-023	
1	Breaker Panel, 3x1 – ½" positions (GJ/GJIP Breaker Type 100A-700A); 48Volt; Alarm Relay; 23" 020-534-20 L0, 2, 10, 23, 50, 81, 3 x 85; Rack Mounting, 1/75" Spacing; Grey, Breaker Blank Plate (1 Position); 3x Breaker Jumper Kit *Battery Breaker*	
1	500 Amp GJIP Breaker (3 gang, 4-1/2" wide) **Battery Breaker** 470-123-10	
1	GJ Breaker 3 Position Output Adaptor 610-847-13	
1	Vista Distribution Center, Two Tier, 48 Volt, Argus Grey, Tier 1 Common Equipment (bottom tier); Tier 2 020-646-20 I0, 2, 55,71, 72, 77, 82 Common Equipment; Door Mount CXC Supervisory Panel (includes 2 Temp/2 BiV inputs); (Qty. 20) -48V Circuit Breaker (system) Positions e/w 48VDC, 600Amp LVD	
1	O/P Expn Brd, PCB, Assy for CXC 707-179-20-044	
1	Assy, Rbn, 16 Posn, Fem to Fem, 2.5" 875-017-27	
1	Blank Panels, 4-23, 4 Rack Space, 7" x 23" 590-830-P1	
1	Cordex 23" Shelf, 6xCXRF 48-3.6kW Module Positions 208-277 VAC Single Phase Inputs, 030-716-20-040 L0, 2, 23, 82, 85 (NonRoHS)	
2	Vertical Copper Bus Bar, Vista 2Tier to 2xCXRF, 4RU, 23" Shelves (Qty 2 Required) 613-454-13	
1	RS485/CAN Comm Cable, RJ12 to RJ12 (Both Special Notch), 6 Feet 877-176-23	
1	RS485/CAN Comm Cable, RJ12 to RJ12 (Both Special Notch), 2 Feet 877-176-22	
1	Kydex, Rear Cover, Vented 48" for 23" Seismic Rack 567-242-10	
1	100 Amp AM Breaker, Plug-In Type with Aux Switch Center Pin only, Midtrip (5/16" Bullet Terminals) 470-316-10 *Inverter Feeder Breaker	
1	Inverter (Standalone with ATS) 48V 2KVA/2KW, 120VAC 50/60Hz, INV-4820SA 014-129-10	
1	Relay Rack Crating 999-001-10	
6	Cordex CXRF 48-3.6kW 208-277 VAC Module, 4RU L0, 50 010-567-20-040 (\$565.51) Cordex 3.1/3.6kW Module Blank, Argus Grey 612-912-10	
2	DC/DC Wilmore 1720-48-13-15- for load and N+1 Redundancy	
2	Breakers for Wilmore Input to 48V	
1	Battery 2V 20 Year Design – 10 Year Warranty (24 JARS DDm100-33 1600AH to provide 4 hours of backup for large site draw of 325A	\$18,287.00
1	Installation to include: *Easy Access to existing plants and batteries *Power down existing plants/batteries for removal and installation of new systems *Adequate existing AC service panel to power new DC plants *New DC systems located next to battery plant, in same room *No additional Zone 4 bracing required *Disposal with Certificate **County will be responsible for all line side work (cable, breakers, etc.) *Contractor will install the power plant and provide cabling/connections on battery side only	\$8,240.00
	Spare Parts *Spare Parts Kit – per spec includes fuses, (1) Rectifier, Controller Card	\$1,692.88/Site
	Sales Tax @ 9.25%	
	Shipping and Handling – Per Site	\$914.43/Site
	Three Year Extended Warranty on DC Power Systems for total of 5 Years (Optional)	\$1,103.33/Site

-48V Power System Large Site: 208VAC Three Phase:

QTY	DESCRIPTION	
1	Floor Loading 144 lbs psqft-329 lbs psin-:20 Load Breakers with LLVD	\$12,729.00
1	Relay Rack, 23", Zone 4 Seismic, 44 RMU, 7'0" L0, 50 030-638-20-023	
1	Breaker Panel, 3 x 1-1/2" positions (GJ/GJIP Breaker Type 100A-700A); 48 Volt; Alarm Relay; 23" 020-534-20 L0, 2, 10, 23, 50, 81, 3 x 85 Rack Mounting, 1.75" Spacing; Grey; Breaker Blank Plate (1 position); 3x Breaker Jumper Kit *Battery Breaker*	
1	500 Amp GJIP Breaker (3 gang, 4-1/2" wide) **Battery Breaker** 470-123-10	
1	GJ Breaker 3 Position Output Adaptor 610-847-13 Vista Distribution Center, Two Tier; 48 Volt, Argus Grey; Tier 1 Common Equipment (Bottom Tier); Tier 2 020-646-20 L0, 2, 55, 71, 72, 82 Common Equipment; Door Mount CXC Supervisory Panel (includes 2 Temp/2 BiV Inputs); (Qty 20) -48V Circuit Breaker (system) Positions e/w 48VDC, 600Amp LVD	
1	O/P Expn Brd, PCB, Assy for CXC 707-179-20-044	
1	Assy, Rbn, 16 Posn, Fem to Fem, 2.5" 875-017-27	
1	Cordex 23" Shelf, 6xCXRF 48-3.6kW 4RU Module Positions (NonRoHS); 48 Volt; 23" Rack, Center 030-716-20 L0, 2, 23, 82, 83 Mounting; 16" Deep Output Bus Bar Adaptors; 208-240VAC Dual 3 Phase Inputs (No Neutral Required)	
2	Vertical Copper Bus Bar, Vista 2 Tier to 2xCXRF, 4RU, 23" Shelves (Qty 2 Required) 613-454-13	
1	RS485/CAN Comm Cable, RJ12 to RJ12 (Both Special Notch), 6 Feet 877-176-23	
1	RS485/CAN Comm Cable, RJ12 to RJ12 (Both Special Notch), 2 Feet 877-176-22	
1	Kydex, Rear Cover, Vented 48" for 23" Seismic Rack 567-242-10	
1	100 Amp AM Breaker, Plug-in Type with Aux Switch Center Pin Only, Midtrip (5/16" Bullet Terminals) 470-316-10 *Inverter Feeder Breaker	
1	Inverter (Standalone with ATS) 48V 2KVA/2KW, 120VAC 50/60Hz, INV-4820SA 014-139-10	
1	Relay Rack Crating 999-001-10	
6	Cordex CXRF 48-3.6kW 208-277VAC Module, 4RU L0, 50 010-567-20-040 \$565.61 Cordex 3.1/3.6kW Module Blank, Argus Grey 612-912-10	
2	DC/DC Wilmore 1720-48-13-15- for load and N+1 Redundancy	
2	Breakers for Wilmore input to 48V	
1	Battery 2V 20 Year Design – 10 Year Warranty (24 JARS DDm100-33 1600AH to provide 4 hours of backup for large site draw of 325A	\$18,287.00
1	Installation to include: *Easy Access to existing plants and batteries *Power down existing plants/batteries for removal and installation of new systems *Adequate existing AC service panel to power new DC plants *New DC systems located next to battery plant, in same room *No additional Zone 4 bracing required *Disposal with Certificate **County will be responsible for all line side work (cable, breakers, etc.) *Contractor will install the power plant and provide cabling/connections on battery side only	\$8,240.00
	Spare Parts *Spare Parts Kit – per spec includes fuses, (1) Rectifier, Controller Card	\$1,692.88
	Sales Tax @ 9.25%	
	Shipping and Handling – Per Site	\$914.43
	Three Year Extended Warranty on DC Power Systems for total of 5 Years (Optional)	\$1,110.56

-48V Power System Small Site: 29=08-240VAC Single Phase:

QTY	DESCRIPTION	
1	Floor Loading 144 lbs psqft-329 lbs psin-:20 Load Breakers with LLVD 054-XXX-10	\$13,100
1	Relay Rack, 23", Zone 4 Seismic, 44 RMU, 7'0" L0, 50, 030-638-20-023	
1	Breaker Panel, 3x1-1/2" positions (GJ/GJIP Breaker Type 100A-700A); 48 Volt; Alarm Relay; 23" 020-534-20 L0, 2, 10, 23, 50, 81, 3x85 Rack Mounting, 1.75" Spacing, Grey, Breaker Blank Plate (1 Position); 3x Breaker Jumper Kit *Battery Breaker*	
1	500 Amp GJIP Breaker (3 gang, 4-1/2 " wide) **Battery Breaker** 470-123-10	
1	GJ Breaker 3 Position Output Adaptor 610-847-13 Vista Distribution Center, Two Tier; 48 Volt,	

	Argus Grey, Tier 1 Common Equipment (Bottom Tier); Tier 2 020-646-20 L0, 2, 55, 71, 72, 77, 82 Common Equipment; Door Mount CXC Supervisory Panel (includes 2 Temp/ 2 BiV inputs); (Qty 20) -48V Circuit Breaker (System) Positions e/w 48VDC, 600Amp LVD	
1	O/P Expn Brd, PCB, Assy for CXC 707-179-20-044	
1	Assy, Rbn, 16 Posn, Fem to Fem, 2.5" 875-017-27	
1	Blank Panels, 4-23, 4 Rack Space, 7" x 23" 590-830-P1	
1	Cordex 23" Shelf, 6xCXRF 48-3.6kW Module Positions 208-277 VAC Single Phase Inputs, 030-716-20-040 L0, 2, 23, 82, 85 (NonRoHS)	
2	Vertical Copper Bus Bar, Vista 2 Tier to 2xCXRF, 4RU, 23" Shelves (Qty 2 Required) 613-454-13	
1	RS485/CAN Comm Cable, RJ12 to RJ12 (Both Special Notch), 6 Feet 877-176-23	
1	RS485/CAN Comm Cable, RJ12 to RJ12 (Both Special Notch), 2 Feet 877-176-22	
1	Kydex, Rear Cover, Vented 48" for 23" Seismic Rack 567-242-10	
1	100 Amp AM Breaker, Plug-In Type with Aux Switch Center Pin Only, Midtrip (5/16" Bullet Terminals) 470-316-100 *Inverter Feeder Breaker	
1	Inverter (Standalone with ATS) 48V 2KVA/2KW, 120VAC 50/60Hz, INV-4820SA 014-129-10	
1	Relay Rack Crating 999-001-10	
5	Cordex CXRF 48-2.6kW 208-277 VAC Module, 4RU L0, 50 010-567-20-040 \$565.61, Cordex 3.1/3.6kW Module Blank, Argus Grey 612-912-10	
4	DC/DC Wilmore 1720-48-13-15- for load and N+1 Redundancy	
4	Breakers for Wilmore input to 48V	
1	Battery 2V 20 Year Design – 10 Year Warranty (24 JARS DDm100-25 1200AH to provide 4 hours of backup for large site draw of 250A	\$14,128.00
1	Installation to include: *Easy Access to existing plants and batteries *Power down existing plants/batteries for removal and installation of new systems *Adequate existing AC service panel to power new DC plants *New DC systems located next to battery plant, in same room *No additional Zone 4 bracing required *Disposal with Certificate **County will be responsible for all line side work (cable, breakers, etc.) *Contractor will install the power plant and provide cabling/connections on battery side only	\$8,240.00
	Spare Parts *Spare Parts Kit – per spec includes fuses, (1) Rectifier, Controller Card	\$1,692.88
	Sales Tax @ 9.25%	
	Shipping and Handling – Per Site	\$914.43
	Three Year Extended Warranty on DC Power Systems for total of 5 Years (Optional)	\$1,039.73

-48V Power System Small Site 208-240VAC Single Phase:

QTY	DESCRIPTION	
1	Floor loading 144lbs psqft-329lbs psin: 20 Load Breakers with LLVD; CXPS48-IT-053-392-20-030	\$8,889.00
1	Relay Rack, 23" Zone 4 Seismic, 44 RMU, 7" 0" L0, 50 030-638-20-023 Breaker Panel, 3 x 1-1/2" positions (GJ/GJ1P Breaker Type 100A-700A); 48 Volt; Alarm Relay; 23" 020-534-20 L0; 2, 10, 23, 50, 81, 3x85 Rack Mounting, 1.75" Spacing; Grey; Breaker Blank Vista Distribution Center, One Tier; 48 Volt, Argus Grey; Tier 1 Common Equipment (bottom tier); (Qty. 18) -48V Circuit Breaker (system) Positions e/w 48VDC, 600Amp LVD1, Cordex 23" Shelf, 6xCXRF 48-3.6kW Module Positions 208-277 VAC Single Phase Inputs, 030-716-20-040 L0, 2, 23, 82, 85 (NonRoHS)	
1	Kydex, Rear Cover, Vented 48" for 23" Seismic Rack 567-242-10	
1	Relay Rack Crating 999-001-10	
3	Cordex CXRF 48-3.6kW 208-277 VAC Module, 4RU L0, 50 010-567-20-040	
3	Cordex 3.1/3.6kW Module Blank, Argus Grey 612-912-10	
3	23" Battery Trays with 100A Battery disconnect breakers on side of tray	
3	Battery 12V 10 Yr Design – 2 Yr Warranty; 3 strings 48V Enersys 12V170F 4 hrs of backup for large site draw of 100A. Each string (4 jars) per string will provide 37.4 A load for 4 hrs.	

		\$5,486.00
1	Installation to include: *Easy Access to existing plants and batteries *Power down existing plants/batteries for removal and installation of new systems *Adequate existing AC service panel to power new DC plants *New DC systems located next to battery plant, in same room *No additional Zone 4 bracing required *Disposal with Certificate **County will be responsible for all line side work (cable, breakers, etc.) *Contractor will install the power plant and provide cabling/connections on battery side only	\$8,240.00
	Spare Parts	
	*Spare Parts Kit – per spec (1) Rectifier, CXRF Spare Kit	\$1,700.64
	Sales Tax @ 9.25%	\$1,487.00
	Shipping and Handling – Per Site	\$914.43
	Three Year Extended Warranty on DC Power Systems for total of 5 Years (Optional)	\$1,039.73

COUNTY OF SAN MATEO

ATTEST:

By: _____
Richard S. Gordon, President,
Board of Supervisors, San Mateo County

By: _____

Clerk of Said Board

Date: _____

STATIONARY POWER SERVICES, INC.,DBA, U.S. ENERGY

Contractor's Signature

Date: _____