

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TRIMARK ASSOCIATES, INC.

This Agreement is entered into this _____ day of _Septemberember_, 2017__, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and [Insert contractor legal name here], hereinafter called "Contractor."

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and Whereas, it is necessary and desirable that Contractor be retained for the purpose of [Enter information here]

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Attachment IP – Intellectual Property

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed four hundred thousand dollars. (\$400,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 12, 2017, through September 11, 2027

5. Termination

This Agreement may be terminated by Contractor or by the Director of Department of Public Works or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (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, if applicable, 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, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent. Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

- (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its

choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:

Name/Title: James C. Porter
Address: 555 County Center, 5th Floor, Redwood City CA 04063
Telephone: 650-599-1421
Facsimile: 650-361-8220
Email: [insert]

In the case of Contractor, to:

Name/Title: Dean F. Schoeder
Address: 2365 Iron Point Road, Suite 100, Folsom CA 95630
Telephone: 9163502954
Facsimile: [insert]
Email: DSchoeder@TrimarkAssoc.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Trimark Associates, Inc.


Contractor Signature

8-24-17
Date

Mark J. Morosky
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: Clerk of Said Board

Exhibit A

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

1.1. PV Plant Maintenance Services

Trimark will provide these planned maintenance services as described below:

- Conduct Trimark T1-S Vantage dashboard monitoring to observe ongoing production;
- Provide initial response to observed abnormalities and alarms; and
- Provide monthly report of power production performance.

Onsite Scheduled Electrical Maintenance activities once a year including:

- Visual inspection of PV modules and recommend replacement if necessary with existing spares;
- Inspect all DC disconnects and combiners for: blown fuses / corrosion/ heat distortion / moisture entry;
- Visual inspection of PV wiring for loose connections;
- Open circuit test and ISC test of 10% of the system strings; Record Voc & Imp readings at all incoming DC and AC conductors;
- Visual inspection and cleaning of Inverters;
- Visual inspection and exterior cleaning of the transformers and switchgear;
- Thermal imaging of transformers and switchgear; and
- Provide maintenance report within 10 days of annual maintenance activities.

Scheduled Electrical Maintenance activities twice a year:

- Clean inverter filters per manufacturer's warranty requirements; and
- Clean inverter sinks per manufacturer's warranty requirements.
- Test switches and disconnects to ensure they are not jammed. Check torque marks and retighten to manufacturer's specifications if indicated.
- Recommend and document maintenance process based on manual for inverters; and
- Provide maintenance report within 10 days of maintenance activities.

Scheduled Mechanical Maintenance activities once a year including:

- Visual inspection of mounting structures;
- Oversee inverter manufacturer performance of In-Warranty replacement of failed inverter components. Any deficiencies requiring an additional trip to perform remediation services will be recorded as extra work;
- Wash the solar panels once a year (work to be done over a weekend);
- Provide maintenance report within 10 days of maintenance activities.

These services will be performed by a third party under Trimark's direction and supervision.

1.2. MET Station and Sensor Maintenance

PMPR includes San Mateo Medical Center MET equipment described below. We will inspect and clean the reference cell, and visually inspect the back panel temperature sensor and pyranometer.

- All-in-One Weather Sensor - Lufft - WS501;
- Secondary Standard GHI - Hukseflux SR20-T2;
- Mounting hardware.

Trimark will conduct one (1), scheduled site visit annually to:

- Clean the MET instruments and computer equipment;
- Assess sensors for proper calibration;
- Inspect and clean reference cell, back panel temperature sensor and pyranometer;
- Inspect for any corrosion, deterioration or other degradation; and
- Provide maintenance report within 10 days of servicing.

1.3. Data Management Services

The Scope of Work for Data Management Services includes the following efforts:

- Trimark will store and monitor the site data;
- Trimark will assist the Performance Data Provider (separately contracted by the County) to validate the collected data;
- Trimark will estimate and/or backfill data to ensure completeness and accuracy;
- Provide both the real-time and the historical data needed to manage the operational and compliance requirements of facilities. The DAS Data Management services should include data quality analysis, reporting, and, where necessary, industry accepted standard Validation, Estimation, and Editing (VEE) protocols of key data to ensure data integrity and completeness; and
- The Data Management Services provides support and coordination for data access including file extractions and system Application Programmer Interface (API) interfaces.

Data Services Management encounters and addresses various data issues through the exceptions handling process.

Table 2 lists of common site malfunctions that can cause errors in data:

Table 2: Common Data Issues

DAS	Description
Energy Tolerance	Difference between pulse and register values – needs to be investigated to determine reaction
Interval Tolerance	Difference between intervals expected and acquired per timeframe – needs to be investigated to determine reaction
High/Low Limit	Plant start/stop can cause fluctuations in data – erroneous data can be edited
Other Validation Errors	Events which can be experienced include pulse overflow, clock error, data missing, test mode all of which are flagged for investigation
Communicator	Com-drop that results in various data gaps in DAS data
Data Collector Failure	Offline intervals can be edited
Database	Description
Export Failure	A manual export will need to be performed
Network	Description
Password Change	Trimark should be alerted of password changes for updates in the DAS
Device ID change	Trimark should be alerted of Device ID changes for updates in the DAS
IP address change	Trimark should be alerted of IP Address changes for updates in the DAS
Poor signal strength	Wireless connectivity may vary, antenna can be added to boost strength
Router failure	Router replacement needed
Carrier interruption	Reach out to carrier for resolve
Wiring/Cabling failure	Wire/cable replacement needed

Trimark's T1-S provides both the real-time and the historical data needed to manage the operational and compliance requirements of facilities. The Data Management services include data quality analysis, reporting, and, where necessary, industry accepted standard Validation, Estimation, and Editing (VEE) protocols of key data to ensure data integrity and completeness.

The DAS Data Management Services includes support and coordination for data access including file extractions and system Application Programmer Interface (API) interfaces. When DAS data issues occur, exceptions handling is applied.

1.4. Cellular Network Services - Verizon TENetwork Data Services

Trimark has installed a device called the TENetwork that uses Verizon's 4G LTE cellular technology. The TENetwork provides remote access to SCADA systems, and other intelligent devices. Traffic is isolated for privacy and security. Trimark will provide data services over this network at the rate 5GB per month. Trimark controls access to the TENetwork and restricts access to the San Mateo Medical Center Solar Carport site for this proposal.

1.5. Customer Service Support – Client Care Management

The County will receive timely and reliable customer service support from our Client Care Management team. Trimark uses proven tools, techniques and procedures to monitor and track our meetings and emails with the County so that we may address your inquiries, issues, concerns, and change requests. We maintain a detailed database to monitor our interactions with the County with accuracy.

Client Care Service Desk hours are from 6:00 a.m. – 6:00 p.m., Monday through Friday. This support telephone line is available to County staff to answer questions or report issues. During times outside of this operational period, Trimark will provide a method for an urgent call to be routed to a supervisor for immediate action.

The County may direct service requests to Trimark Associates, Inc. by email at ServiceDesk@TrimarkAssoc.com or by phone at (916) 350-2911. There is a two-hour minimum charge for client care after normal business hours. For system failure and other critical faults, Trimark can provide onsite or remote assistance within 24 hours on a time and materials (T&M) basis.

The County should establish a priority level as part of the request utilizing the Priority Level descriptions in the Priority Level and Response Matrix, below. Upon receipt of a request or Initial Fault Report, Trimark will respond as noted in the Priority Level and Response Matrix as reflected in Table 3. Trimark reserves the right to assess the County's assigned Priority Levels following the initial situation review.

Table 3: Priority Level and Response Matrix

Priority	Description	Status Update	Support	Response Commitment
Level 1 – Critical	System, software, or equipment outage has a direct and immediate impact on operations or compliance (e.g. ceases to provide data).	Within 20 minutes of initial report and every subsequent hour.	24x7 attention until issue is resolved	Trimark will attempt to resolve the issue within four business hours of report. If issue persists, Trimark will escalate resolution up to and including a site visit within one business day of report within California.
Level 2 – Urgent	System, software, or equipment functionality is materially degraded and could imminently impact operations or compliance.	Within 20 minutes of initial report and every subsequent hour.	24x7 attention until issue is resolved	Trimark will attempt to resolve the issue within one business day of report. If issue persists, Trimark will escalate resolution up to and including a site visit within three business days of report within California.
Level 3 – Important	System, software, or meter is exhibiting non-critical errors that hinder business and operations.	Within three business days of initial report	Service desk team guides the County until error is resolved	Trimark will attempt to resolve the issue within 10 business days. If issue persists, Trimark will continue support until defect is resolved.
Level 4 – Informational	Minor or cosmetic issues with the system, software, or meter that do not hinder business operations or compliance.	Confirm in writing promptly upon receipt of initial report that the service desk has documented the request.	Document and prioritize the issue for inclusion in a future system release.	Trimark will address the issue during the next system release. If applicable, update will be applied during annual, planned maintenance.

PMPR Management and Coordination for Service Request Fulfillment

For the PMPR Management effort, we have included the following activities:

- Consultation call with the County
- Preparation of Trimark work schedule
- Coordination of Trimark work schedule with Site personnel
- Communication with Site personnel to schedule Service Call Appointment
- Work order scheduling for technician
- Call to Site personnel to verify appointment one day before the technician arrives

Client Care will respond to the service request with the County.

- Trimark will provide a response to support requests within four (4) business hours during a normal workweek
- Trimark will provide remote diagnostics service to troubleshoot equipment for any reported failures within two (2) hours on a business day
- Trimark will provide a work order / quote (if necessary) within two (2) business days following a reported failure related to the equipment through the Client Care Service Desk

1.6. Repairs

As part of PMPR management, Trimark will collaborate with the County to assess the need to repair or replace power production equipment as needed. Repairs of string inverters, solar panels, transformers, switch gear, meter and communication devices, sensors, and weather station devices will be made by appropriate installation and repair companies under Trimark's direction. These services will be budgeted and billed separately from PMPR management on a time and materials basis.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor will be paid annually per below indicated fee schedule.

PMPR Cost Proposal

PREVENTATIVE MAINTENANCE AND DATA SERVICES (PMPR) COST PROPOSAL	
Annual Itemized Services for Proposed 10 Year Contract	Order of Magnitude Fees
Planned maintenance services through Trimark's T1-S Vantage Dashboard Performance Monitoring, initial response, and monthly report	\$2,995
Solar PV System Maintenance Services; MET Station and Sensor Maintenance Performance Monitoring, initial response, and monthly report Onsite Electrical maintenance, scheduled once-and-twice a year activities Onsite MET Station and Sensor maintenance, once-a-year Onsite Mechanical maintenance, once-a-year on weekend Oversight of In-Warranty replacements* Maintenance report within 10 days of maintenance activities	\$3,600
Data Management Services Data Acquisition System (DAS) Maintenance Services Data Management Services	\$1,548
Cellular Network Service Verizon TENetwork Data Services for 5GB per month (\$15/GB overage) Client Care Management – including after-hours emergency response**	\$1,210
Customer Support Service Client Care Management with support line from 6 am to 6 pm, Pacific Time After-hours emergency response included with 2 hour minimum charge**	Regular hours included with PMPR Services
Year 1 Total	\$9,353
Year 2 Total	\$9,353
Year 3 Total	\$9,353
Year 4 Total	\$9,540
Year 5 Total	\$9,540
Year 6 Total	\$9,540
Year 7 Total	\$9,730
Year 8 Total	\$9,730
Year 9 Total	\$9,924
Year 10 Total	\$9,924

** After Hours Client Care and/or Emergency response billed at 2-hour minimum charge as per Trimark's 2017 Hourly Fee Schedule Rate Sheet for Time and Materials Services

Repairs or services not included in the Exhibit A will be paid on time and material basis as per the following rate schedule.

Trimark's 2017 Hourly Fee Schedule Rate Sheet for Time and Materials Services

Trimark Rate Sheet		
Management and Consulting	Program Manager / Executive QA	\$325
	Senior Management Consultant	\$300
	Director of Engineering	\$295
	Senior Project Manager	\$255
	Associate Project Manager	\$245
	System Integration Manager	\$260
	Project Coordinator	\$210
Engineering / Systems Integration	Senior Software Developer	\$260
	Senior Engineer	\$245
	Electrical Engineer	\$240
	Systems Integration Engineer	\$230
	Software Developer	\$230
	Communications Engineer	\$230
	Communications Technician	\$225
	Field Systems Specialist	\$200
	CAD Manager	\$205
	CAD Technician	\$185
Electric Metering	Meter Engineer	\$240
	Metering Supervisor / Superintendent	\$230
	Certified CAISO Metering Inspector	\$220
	Journey Meterman	\$210
	Apprentice Meterman	\$160
Meter Data Management	MDMA Manager	\$235
	Senior Data Analyst	\$225
	Data Acquisition Systems Specialist	\$215
	Database Manager	\$205
	Associate Data Analyst	\$190
Electrical Contracting/ Construction	Journey Electronics Technician	\$235
	Electronics Technician	\$205
	Journey Electrician	\$195
	Apprentice Electrician	\$150
	Administrative	\$105
Expenses	Parts and Material	Cost +12%
	Out-of-Pocket Expenses	Cost +12%
	Travel (Mileage)*	\$0.565 / Mile – *adjusted for IRS rates
	Travel labor Time (75% of Billing Rate)	
Overtime rates: Apply to any position (1.5 * normal rate) apply to work conducted outside core business hours of 8AM to 5PM. The only exception being, Sundays and holidays which are double time.		

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Albert Larson**


Name of Contractor(s): **Trimark Associates, Inc.**

Street Address or P.O. Box: **2365 Iron Point Road, Suite 100**

City, State, Zip Code: **Folsom, CA 95630**

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official: **Mark Morosky, CEO and President**

Date: **August 1, 2017**

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**County of San Mateo
Intellectual Property Schedule Questionnaire**

Contract Administrator:

Does this Agreement call for a Contractor (including public, private, and/or non-profit companies and individuals) to create, make, develop, and/or design a product for the County?

A "product" includes, but is not limited to, publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs.

☐ **YES**

☒ **NO**

If "YES" is checked, use ATTACHMENT IP.