

**PURCHASE CONTRACT
FOR RADIO BASE STATION EQUIPMENT FOR CITYWIDE COMMUNICATIONS
FROM TELECOMMUNICATIONS ENGINEERING ASSOCIATES**

This Purchase Contract ("Contract"), made and entered into this _____ day of _____, 2023, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and Daryl D. Jones, Inc. dba Telecommunications Engineering Associates with offices at 1160 Industrial Rd. #15, San Carlos, California, ("VENDOR").

RECITALS:

- A. CITY desires to purchase radio base station equipment and related Information Technology installation services hereinafter described.
- B. CITY desires to engage VENDOR to provide this equipment by reason of its qualifications and experience and VENDOR has offered to provide the required goods on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - PURCHASE

The goods to be purchased from VENDOR under this Contract are described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - PRICE AND TAXES

All prices shall be as stated in this Contract and are firm and not subject to escalation. This purchase is subject to all California sales tax. Municipalities are exempt from federal excise and transportation taxes. Prices shall exclude these taxes.

SECTION 3 - PAYMENT

The total amount payable to VENDOR under this Agreement shall not exceed \$519,337. Unless otherwise agreed in writing, payment terms shall be net thirty (30) days from date of receipt of invoice or acceptance of goods, whichever occurs last. Invoices must cite the purchase order number to prevent delay in payment. All invoices must be mailed to City of San Mateo, Attn: Police Department, 330 West 20th Avenue, San Mateo, CA 94403.

SECTION 4 - DELIVERY AND PERFORMANCE

Time is of the essence in the performance of this Contract. If delivery of goods cannot be made at the specified time, VENDOR shall promptly notify the CITY of the earliest possible date for delivery. Notwithstanding such notice, if VENDOR for any reason fails to deliver goods within the time specified or to the CITY's satisfaction the CITY may terminate this Contract or any part thereof without liability except for goods previously provided and accepted. The CITY's receipt or acceptance of all or part of a non-conforming delivery shall not constitute a waiver of any claim, right or remedy the CITY has under this Contract or applicable law.

SECTION 5 - SHIPMENT AND INSPECTION

VENDOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products. No charges for transportation containers, packing, etc., will be allowed the vendor unless so specified in this Contract. All shipments shall be F.O. B., 200 Franklin Parkway, San Mateo. Transportation charges shall be shown as a separate item on the invoice.

The CITY may revise shipping instructions as to any goods not as yet shipped. The CITY shall have the right to inspect any or all of the goods at VENDOR's place of business or upon receipt by the CITY. By reason of its failure to inspect the goods, the CITY shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications provided or to have waived any of the CITY's rights or remedies arising by virtue of such defects or non-conformance. VENDOR shall be responsible for payment of shipping for the return of any defective goods. Shipping documents and invoices must cite the Purchase Order number.

SECTION 6 - WARRANTIES

In addition to any other expressed or implied warranties and unless otherwise agreed in writing, VENDOR warrants that all products delivered hereunder will be new, suitable for use as described, of the grade and quality specified, free from all defects in design, material and workmanship; in conformity with all samples, drawings, descriptions and specifications furnished; in compliance with all applicable federal, state and local laws and regulations, and free of any liens and encumbrances. These warranties shall not be deemed to exclude VENDOR's standard warranties or other rights or warranties which the CITY may have or obtain.

SECTION 7 - INDEMNITY

VENDOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of VENDOR's performance of this Contract, except for those claims arising out of CITY's sole negligence or willful misconduct. VENDOR agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims.

SECTION 8 - TERMINATION

This Contract may be terminated by mutual consent of both parties or by the CITY at its discretion. The CITY may cancel an order for goods at any time with written notice to VENDOR, stating the extent and effective date of termination. Upon receipt of this written notice, VENDOR shall stop performance under this Contract as directed by the CITY. If the Contract is terminated, VENDOR shall be paid in accordance with the terms of the Contract for goods delivered and accepted.

SECTION 9 - REMEDIES

In the event of VENDOR's breach of this Contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such goods, and upon VENDOR's failure or refusal to do so, repair or replace the same at VENDOR's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at VENDOR's option, said return to be made at VENDOR's cost and risk; (c) cancel any outstanding deliveries and treat such breach by VENDOR as VENDOR's repudiation of this contract. In the event of the CITY's breach hereunder, VENDOR's exclusive remedy shall be VENDOR's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

SECTION 10 - COMPLIANCE WITH LAW

VENDOR warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract. VENDOR shall obtain and maintain throughout the life of the Contract all permits or licenses required in connection with the manufacture, sale, and shipment of the products ordered under this Contract.

SECTION 11 - INSURANCE

VENDOR shall procure and maintain for the duration of the contract the insurance specified in Exhibit B to this contract.

SECTION 12 - ASSIGNMENT

VENDOR shall not delegate or subcontract any duties and services or assign any rights or claims under this Contract without the CITY's prior written consent.

SECTION 13 - ARTWORK, DESIGNS, PATENTS, COPYRIGHTS AND TRADEMARKS

VENDOR hereby agrees that the sale, use or incorporation into manufactured products of all machines, software, hardware, materials and other devices furnished under this Contract are free and clear of infringement of any valid patent, copyright, or trademark. VENDOR shall hold the CITY harmless from any and all costs and expenses, including attorney fees, liability, and loss of any kind growing out of claims, suits or actions alleging such infringement, and VENDOR agrees to defend such claims, suits or actions.

SECTION 14 - GOVERNING LAW

This Purchase Order and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

SECTION 15 - VENUE

In the event of litigation, venue will be in the County of San Mateo.

SECTION 16 - WAIVER

The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

SECTION 17 - COSTS AND ATTORNEY FEES

Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Contract. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Contract.

SECTION 18 - MEDIATION

Should any dispute arise out of this Contract, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 19 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: Kelly O'Keefe, Police Technical Services Administ
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403

To VENDOR: Daryl D. Jones
Telecommunications Engineering Associates
1160 Industrial Rd. #15
San Carlos, CA 94070

SECTION 20 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and VENDOR.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A

**San Mateo Police Department
Police Radio System Replacement Hardware List**

GGY 06/26/23

Item	Manufacturer	Model Number	Description	Qty	Price	Ext	Services
Crossroads							
Item							
UHF T-band base station repeater	Tait	Repeater	48vdc 100w P25 Voting	2	\$24,751.00	\$49,502.00	12
UHF T-band base station receiver	Tait	1 channels	MultiRX PMU 48vdc P25 (1 rx's)	1	\$10,950.00	\$10,950.00	8
48VDC power supply chassis	ICT	ICT-2U4	48vdc PS Chassis	1	\$2,750.00	\$2,750.00	4
48VDC power module	ICT	ICT700-48PM	48vdc PS module	4	\$665.00	\$2,660.00	0
48VDC Battery System	Energysys	SC11	90AH	1	\$1,550.00	\$1,550.00	2
Battery Tray	TEA	BT1	19" rack tray	1	\$230.00	\$230.00	0
Ethernet Switch	FS	FS	FS IES3110-24TF	1	\$600.00	\$600.00	4
Ethernet Extenders	NetSys	NV-700IKIT	Pair	1	\$640.00	\$640.00	8
Base Antenna	CT	201-8	5db omni	2	\$670.00	\$1,340.00	16
Antenna feedline	Andrew	LDF4-50B	1/2" with connectors	2	\$400.00	\$800.00	16
Duplexer	TEA	Commprod	66-40-46	2	\$2,275.00	\$4,550.00	4
IMD Panel	TEA	Sinclair	PC3213	2	\$1,665.00	\$3,330.00	1
2 way rx splitter	TEA	-	2 way BNC	1	\$250.00	\$250.00	1
Replacement Rack	TEA	OD78-DXC	6' with doors	1	\$3,300.00	\$3,300.00	16
Rack Fan Kit	TEA	-	2 fans	1	\$250.00	\$250.00	1
Rack Rails	TEA	-	2 rails	1	\$235.00	\$235.00	1
Misc Installation Supplies	TEA	MISC	Install Supplies	1	\$600.00	\$600.00	0
						\$83,537.00	94
San Mateo Police Station							
Item							
UHF T-band base station repeater	Tait	Repeater	48vdc 100w P25 Voting	3	\$24,751.00	\$74,253.00	12
Console Digital Interface P25	Tait	Analog Console Interface	CONSOLE GATEWAY 1 CHANNEL ACDC48/12	3	\$12,447.00	\$37,341.00	12
Digital Radio Gateway	Zetron	901-9725	2 DFSI connections	1	\$4,025.00	\$4,025.00	4
DFSI License	Zetron	930-0270	DFSI license	2	\$1,250.00	\$2,500.00	1
TRA for CCC	Zetron	TRA	Temprary CCC access	1	\$1,250.00	\$1,250.00	6
UHF T-band base station	Tait	Agency Radio	48vdc 100w P25 Voting	1	\$24,741.00	\$24,741.00	12
48VDC power supply chassis	ICT	ICT-2U4	48vdc PS Chassis	1	\$2,750.00	\$2,750.00	4
48VDC power module	ICT	ICT700-48PM	48vdc PS module	4	\$665.00	\$2,660.00	0
Ethernet Switch	FS	FS	FS IES3110-24TF	1	\$600.00	\$600.00	4
Duplexer	TEA	Commprod	66-40-46	3	\$2,275.00	\$6,825.00	4
IMD Panel	TEA	Sinclair	PC3213	3	\$1,665.00	\$4,995.00	1
Misc Installation Supplies	TEA	MISC	Install Supplies	1	\$510.00	\$510.00	0
						\$162,450.00	60
Yorktown reservoir							
Item							
UHF T-band base station multi-receiver	Tait	3 channels	MultiRX PMU 48vdc P25 (3 rx's)	1	\$24,000.00	\$24,000.00	12
48VDC power supply chassis	ICT	IPS-BMM-LDM	48vdc PS Chassis	1	\$1,750.00	\$1,750.00	4
48VDC power module	ICT	ICT700-48PM	48vdc PS module	2	\$665.00	\$1,330.00	0
48VDC Battery System	Energysys	SC11	90AH	1	\$1,550.00	\$1,550.00	2
Ethernet Switch	FS	FS	FS IES3110-24TF	1	\$600.00	\$600.00	4
RX Multicooupler	TEA	RM303-308G5B	4 channel	1	\$2,495.00	\$2,495.00	4
Base Antenna	CT	201-8	5db omni	2	\$670.00	\$1,340.00	16
Antenna feedline	Andrew	LDF4-50B	1/2" with connectors	2	\$400.00	\$800.00	16
Battery Tray	TEA	BT1	19" rack tray	1	\$230.00	\$230.00	0
Misc Installation Supplies	TEA	MISC	Install Supplies	1	\$600.00	\$600.00	0
						\$34,695.00	58

**San Mateo Police Department
Police Radio System Replacement Hardware List**

GGY 06/26/23

Item	Manufacturer	Model Number	Description	Qty	Price	Ext	Services
San Mateo General Hospital							
Item							
UHF T-band base station receiver	Tait	3 channels	MultiRX PMU 48vdc P25 (3 rx's)	1	\$24,000.00	\$24,000.00	12
48VDC power supply chassis	ICT	IPS-BMM-LDM	48vdc PS Chassis	1	\$1,750.00	\$1,750.00	4
48VDC power module	ICT	ICT700-48PM	48vdc PS module	2	\$665.00	\$1,330.00	0
48VDC Battery System	Energys	SC11	90AH	1	\$1,550.00	\$1,550.00	2
Ethernet Switch	FS	FS	FS IES3110-24TF	1	\$600.00	\$600.00	4
Ethernet Extenders	NetSys	NV-700IKIT	Pair	1	\$640.00	\$640.00	8
DC Power for Ethernet Extenders	TEA	48vdc PS	48vdc	1	\$200.00	\$200.00	4
Base Antenna	CT	201-8	5db omni	1	\$670.00	\$670.00	8
RX Multicooupler	TEA	RM303-308G5B	4 channel	1	\$2,495.00	\$2,495.00	4
Battery Tray	TEA	BT1	19" rack tray	1	\$230.00	\$230.00	0
Misc Installation Supplies	TEA	MISC	Install Supplies	1	\$600.00	\$600.00	0
						\$34,065.00	46
400 ECR							
Item							
UHF T-band base station repeater	Tait	Repeater	48vdc 100w P25 Voting	1	\$24,751.00	\$24,751.00	12
UHF T-band base station receiver	Tait	2 channels	MultiRX PMU 48vdc P25 (2 rx's)	1	\$17,473.00	\$17,473.00	8
48VDC power supply chassis	ICT	IPS-BMM-LDM	48vdc PS Chassis	1	\$1,750.00	\$1,750.00	4
48VDC power module	ICT	ICT700-48PM	48vdc PS module	2	\$665.00	\$1,330.00	0
48VDC Battery System	Energys	SC11	90AH	1	\$1,550.00	\$1,550.00	2
Ethernet Switch	FS	FS	FS IES3110-24TF	1	\$600.00	\$600.00	4
Ethernet Extenders	NetSys	NV-700IKIT	Pair	1	\$640.00	\$640.00	8
Base Antenna	CT	201-8	5db omni	2	\$670.00	\$1,340.00	16
Antenna feedline	Andrew	LDF4-50B	1/2" with connectors	1	\$400.00	\$400.00	16
Duplexer	TEA	Commprod	66-40-46	1	\$2,275.00	\$2,275.00	4
IMD Panel	TEA	Sinclair	PC3213	1	\$1,665.00	\$1,665.00	1
RX Multicooupler	TEA	RM303-308G5B	4 channel	1	\$2,495.00	\$2,495.00	4
Battery Tray	TEA	BT1	19" rack tray	1	\$230.00	\$230.00	0
Misc Installation Supplies	TEA	MISC	Install Supplies	1	\$600.00	\$600.00	0

**San Mateo Police Department
Police Radio System Replacement Hardware List**

GGY 06/26/23

Item	Manufacturer	Model Number	Description	Qty	Price	Ext	Services
						\$57,099.00	67

San Mateo Performing Arts Center

Item	Manufacturer	Model Number	Description	Qty	Price	Ext	Services
UHF T-band base station receiver	Tait	3 channels	MultiRX PMU 48vdc P25 (3 rx's)	1	\$24,000.00	\$24,000.00	12
48VDC power supply chassis	ICT	IPS-BMM-LDM	48vdc PS Chassis	1	\$1,750.00	\$1,750.00	4
48VDC power module	ICT	ICT700-48PM	48vdc PS module	2	\$665.00	\$1,330.00	0
48VDC Battery System	Energysys	SC11	90AH	1	\$1,550.00	\$1,550.00	2
Ethernet Switch	FS	FS	FS IES3110-24TF	1	\$600.00	\$600.00	4
Ethernet Extenders	NetSys	NV-700IKIT	Pair	1	\$640.00	\$640.00	8
DC Power for Ethernet Extenders	TEA		48vdc with Battery	1	\$500.00	\$500.00	4
RX Multicooupler	TEA	RM303-308G5B	4 channel	1	\$2,495.00	\$2,495.00	4
Battery Tray	TEA	BT1	19" rack tray	1	\$230.00	\$230.00	0
Misc Installation Supplies	TEA	MISC	Install Supplies	1	\$600.00	\$600.00	0
						\$33,695.00	38

Hardware Sub Total	\$405,541.00
Shipping & Handling	\$6,083.12
Sales Tax @9.875%	\$40,647.88
Hardware Total	\$452,272.00

Radio Installation Services \$145/hr Total \$52,635.00 363

Radio Total \$504,907.00

Engineering and Administrative

Item	Hrs	Cost
Documentation Preparation	8	\$1,160.00
Console Software Configuration	10	\$1,450.00
ASE Circuit Installation Escort	24	\$3,480.00
System Testing and Certification	12	\$1,740.00
FCC License work	-	\$2,250.00
Equipment removal and battery disposal	12	\$1,740.00
Project Management	18	\$2,610.00
Administrative Services Total		\$14,430.00

Item	Item	Totals
Base Station Radios	P25 base station radio equipment w/ encryption	\$504,907
Engineering & Project Admin	System documentation, project administration	\$14,430

San Mateo Total: \$519,337

EXHIBIT B

INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days’ prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.