

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Redwood Electric Group**

This Agreement is entered into this \_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Redwood Electric Group, 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 providing design, procurement, programming, and installation services for the Cellular Distributed Antenna System located at 1024 Mission Road, South San Francisco, CA.

**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--Rehabilitation Act of 1973

**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 Two Hundred Ninety-Three Thousand Four Hundred Twenty and 00/100 Dollars (\$293,420.00). 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 Tuesday, April 21, 2026 through Tuesday, April 20, 2027.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Director 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 to 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**

### **10.1. 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.

### **10.2. 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.

10.3. 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.

10.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	<p><b>\$5,000,000</b> per occurrence for Privacy and Network Security,</p> <p><b>\$1,000,000</b> per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>
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If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

**11. Compliance With Laws**

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, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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.

**12. Levine Act Compliance**

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act

in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

### **13. Non-Discrimination and Other Requirements**

#### **13.1. 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.

#### **13.2. 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.

#### **13.3. 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.

#### **13.4. 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.

#### **13.5. 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.

#### **13.6. 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.

**13.7. Reporting: Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

**13.8. 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.

**14. 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**15. 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.

**16. 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.

**17. 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.

## **18. 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 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: Roxanne Maquinana/Program Services Manager  
Address: 555 County Center 5th Floor, Redwood City, CA, 94063  
Telephone: (628) 237-6611  
Email: rmaquinana@smcgov.org

In the case of Contractor, to:

Name/Title: Sarah Norman/Project Manager  
Address: 2775 Northwestern Parkway, Santa Clara, CA 95051  
Telephone: (408) 450-4800  
Email: snorman@redwoodeg.com

## **19. 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.

## **20. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

## **21. Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

## **22. Intellectual Property**

### **22.1. Intellectual Property Rights**

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement

or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

**23. Rehabilitation Act of 1973**

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: Redwood Electric Group

<small>DocuSigned by:</small> <i>Sarah Norman</i> <small>02DE478BEBFF4AC...</small>	<u>4/13/2026</u>	<u>Sarah Norman</u>
Contractor Signature	Date	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:

The Contractor shall provide design, procurement, programming, and installation services for the Cellular Distributed Antenna System for North County Wellness Center Project (Project). The Project consists of a new Cellular Distributed Antenna System as outlined located at 1024 Mission Road, South San Francisco, CA.

Services shall be inclusive of labor, materials, equipment, management, coordination, travel, and other requirements for complete and thorough work, as well as any other items and details not mentioned but required by the Contract Documents and Project Specifications and as directed by the Director of Public Works or designee.

The Project consists of 2 phases:

### Phase 1 – Design, Engineering, Submittal and Procurement

1. Contractor to design and engineer a complete and functional Cellular DAS system as required by the project requirements.
2. Prepare and submit system shop drawings, product data and system diagrams for review and approval.
3. Procurement and logistics

### Phase 2 – Installation, Testing, Commissioning & Warranty

1. Mobilization, site setup and equipment delivery
2. Systems Installation
3. Testing and commissioning
4. Training & documentation
5. Closeout and Warranty/Service

## **1.1. Project Requirements**

- A. The Contractor shall provide design, engineering, procurement, programming, installation, testing, commissioning, warranty and service necessary to provide a fully operational Cellular Distributed Antenna System (DAS) to enhance in-building wireless coverage for AT&T, Verizon, and T-Mobile/Sprint networks.
- B. The system shall provide two-way cellular voice and data coverage throughout the facility including but not limited to; all interior spaces (lobbies, exam, corridors, conference rooms, staff office areas, breakrooms, stairwells, electrical, mechanical

and technology rooms) for AT&T, Verizon, and Sprint/T-Mobile on all active carrier bands currently used in the facility's market. System shall be neutral-host (shared) and 5G-ready.

- C. The system shall provide continuous usable voice and data coverage in all publicly accessible and staff spaces (no expected dead zones).
- D. System must support (at minimum): legacy cellular and modern LTE/5G bands used by the three carriers in the U.S. Typical bands to include (verify final lists with carriers during design):
  - Contractor to confirm with each carrier during design.
- E. System Performance Requirements
  - Support multi-carrier operation for AT&T (700/850/1900/2100 MHz), Verizon (700/850/1900/2100 MHz), and T-Mobile/Sprint (600/1900/2100/2500 MHz).
  - Provide minimum 95 % in-building coverage for voice and data service, 100% of critical public area including the flex conference room.
  - Signal strength in all critical areas shall be better than -85 dBm downlink and uplink > -95 dBm.
  - System noise figures shall not exceed 5 dB; uplink noise floor shall not degrade carrier network quality.
  - System shall include remote monitoring and alarm reporting capability for power, temperature, and amplifier faults.
  - Comply with NEC, local building codes, RF exposure/EMF rules, and seismic/structural fastening requirements.
- F. System must be capable of supporting additional bands added by carriers over the next 3–5 years (modular headend, spare fiber/coax capacity)
- G. Neutral-host Active DAS required (central headend / hub with remote units/antennas) capable of combining multiple carriers' sources. System must support both RF and fiber distribution as required.
- H. The system shall be engineered to operate within FCC-approved frequency bands for all participating carriers and provide consistent, reliable voice and data service throughout the designated facility.
- I. Provide RF combining and isolation sufficient to prevent inter-carrier interference; amplifier gain control and automatic leveling to avoid oscillation and macro interference.

- J. Deliver reliable cellular coverage in all occupied interior areas, stairwells, corridors, and common spaces.
- K. Meet or exceed minimum signal strength of -85 dBm for each carrier in required areas.
- L. Comply with FCC Part 20
- M. Use low-loss, carrier-grade coax, or fiber remote units per requirements. Keep coax runs within manufacturer max lengths or use additional remotes.
- N. Grounding, bonding to telecom/structural ground per NEC and manufacturer requirements.
- O. Include rooftop antenna infrastructure for RF donor signal acquisition and future fiber backhaul integration. Cable Infrastructure from roof penetration to Donor Antenna location to be furnished and installed by contractor. Roof Penetration provided by the General Contractor.
- P. Lighting Protection as required for Donor Antenna's
- Q. Allow for future carrier additions or upgrades without major rework.
- R. Alternate Pricing Items
  - Fiber Base Station Provision
  - Provide alternate pricing for fiber optic base station interfaces (BBU/DU). County to cover carrier costs, contractor to cover all management, engineering, programming, labor and equipment costs.
  - Systems FirstNet Provision
  - Provide alternate pricing for systems provision for FirstNet wireless coverage.
- S. Rack and Wall Space have been reserved for designated Cellular DAS equipment, refer to attached floor plans for locations and elevations.
- T. Power Circuits at Rack locations, UPS battery back power and surge protection will be provided at equipment rack for contractors use.
- U. For wall mounted equipment, a quantity of One (1) - 120 volt / 20amp Quad power receptacle will be provided by general contractor. Contractor to provide battery backup with 15 minutes of run time and surge protection for all powered wall mounted equipment.
- V. Contractor to include all travel expenses required for scope of work. County will not reimburse lodging, meals, fuel, flights or other associated travel expenses.

## 1.2. **Scope of Work**

### A. **Design Requirements:**

- a. Contractor to provide Project Management, Permitting, and Coordination with

Carriers and Local AHJs.

- b. Conduct a radio frequency (RF) site survey and propagation analysis to confirm coverage deficiencies and optimal system topology.
- c. Prepare a complete RF system design package, including:
  - i. Pre-installation site survey (passive & active) and predictive model (iBwave or equivalent).
  - ii. Generate heat-maps for each carrier and each major band (showing RSRP/RSRQ/SINR).
  - iii. RF propagation modeling
  - iv. Donor antenna locations and mounting details with required structural calculations.
  - v. Design drawings showing in building antenna locations with mounting details, headend equipment with mounting details and elevations.
  - vi. Cable pathways for fiber and coax distribution architecture.
  - vii. Signal source (off-air and/or base station interface).
  - viii. Equipment, room layout and power requirements.
  - ix. Antenna placement, quantity, and coverage maps.
  - x. Generate heat-maps for each carrier and each major band (showing RSRP/RSRQ/SINR).
- d. Design for expected concurrent user density from wellness facility occupancy (expected peak user count is 290), include headroom for growth (35% capacity buffer).
- e. Coordinate systems design with building structural, electrical, and IT disciplines.
- f. Coordinate systems cabling with existing pathway infrastructure Provided under General Contractor scope of work.
- g. Plan cable pathways and cable supporting infrastructure.
- h. Coordinate system design with project architect, general contractor and associated subcontractors on equipment placement, power requirements, cable pathways and antenna mounting locations. All exposed antennas shall be flush, level, aligned, and aesthetically consistent.
- i. Contractor shall avoid existing MEP systems and maintain code-required clearances.
- j. Provide all design documentation for review by the owner, architect, general

contractor, subcontractors.

- k. Contractor to provide power circuit requirements to project construction team for installation by project electrical contractor.
- l. Provide Structural and Seismic calculations for antenna mounting and cabling supporting infrastructure.

B. **Submittal Requirements:**

- a. Prior to procuring equipment, contractor shall provide submittals designating all product data, coordination, installation, shop drawings and certifications. No procurement of equipment or materials is allowed prior to Owner approval.
  - i. Product Data to consist of but not limited to:
    - 1. Booster product information
    - 2. NEMA enclosure product data with mounting details and seismic calculations
    - 3. Donor antenna product data with mounting details and seismic calculations.
    - 4. Service antenna product data with mounting details and seismic calculations.
    - 5. Passive component product data
    - 6. Cable product data
  - ii. Shop drawings to consist of but not limited to:
    - 1. System riser diagram
    - 2. RF link budget calculations
    - 3. Donor Antenna Isolation Study
    - 4. Path profile report (for off-air donor)
    - 5. Coverage heatmaps (pre & post-install)
    - 6. Building Floor plans represent donor and service antenna locations, cable pathway designations, equipment and passive component designations. Donor Antenna and Service Antenna locations to be coordinated with project Architect and General Contractor.
- b. All submittals shall be submitted electronically in PDF format via email or sharable link. PDF to be fully bookmarked with outline and hyperlinks.

- c. Submittals will be reviewed for general conformance only. Contractor remains fully responsible for code compliance, carrier compliance, design accuracy and system performance.

**C. Procurement Requirements:**

- a. Furnish all system components for installation by contractor, including but not limited to:
  - i. Donor antennas, RF amplifiers, filters, and duplexers.
  - ii. Head-end units, remote units, and passive components (splitters, couplers, terminators).
  - iii. All field cabling and antenna mounting brackets.
  - iv. Coaxial and fiber cabling supporting infrastructure.
  - v. Power supplies, grounding, surge protection, and battery backup.
  - vi. Enclosures, racks, and wall-mounted panels.
  - vii. J-Hooks and cable supporting infrastructure
  - viii. All materials shall be new, manufacturer-certified, and compatible with AT&T, Verizon, and T-Mobile/Sprint frequency bands.
  - ix. Provide spare parts and documentation per manufacturer's requirements.
- b. All materials, components, and equipment purchased for the project shall first be delivered ("drop-shipped") to the Contractor's designated warehouse or staging facility for receipt, inspection, inventory, and documentation.
- c. After inspection, materials shall be re-packaged, labeled, and scheduled for delivery to the site under the supervision of the Contractor's project team.
- d. Deliver products using means and methods that will prevent damage, deterioration, and loss, including theft.
- e. Schedule delivery to minimize long-term storage at Project Site and to prevent overcrowding of Project or Work areas. Contractor must coordinate with project general contractor for equipment deliveries and storage areas.

**D. Programming and Configuration Requirements:**

- Program the DAS head-end and remote units per RF design parameters and carrier specifications.
- Coordinate commissioning with carrier representatives for signal optimization and network registration.
- Configure system alarms, monitoring interfaces, and remote management features.

**E. Installation Requirements:**

- Install rooftop donor antennas in accordance with structural and Seismic requirements.
- Route coaxial or fiber feeder lines from rooftop to head-end equipment room, pathways provided by general contractor.
- Installation of coax and fiber cabling provisions. Contractor to install supporting J-Hooks and required cabling infrastructure to support field cabling. Cable supports (J-hooks, bridle rings, etc.) must be mounted without damaging existing finishes.
- Installation of antennas within ceiling tile, surface mount or recessed as ceiling structure allows. Contractor to coordinate with project Architect, General Contractor and owner stakeholders on in building antenna locations as not to interfere with adjacent surroundings or infrastructure.
- Mount and interconnect DAS head-end equipment, remote units, splitters, and antennas per approved design.
- Provide grounding and bonding per NFPA 70 (NEC Article 810) and manufacturer standards.
- Label all cables, devices, antenna, junction boxes, splitters, and panels per TIA/EIA-606 labeling conventions.
- Coordinate installation with other trades to avoid conflicts with building systems.
- Weatherproof or fireproof penetrations after cable installation.
- The Contractor shall perform all work in areas that are fully finished or in final stages of completion. Contractor shall anticipate that all hard lid ceiling and ACT ceilings are installed and complete. Contractor will be responsible all costs associated for any ceiling or finish surface damages created by installation of related work. Facility will not be occupied with staff.
- No scissor lifts, boom lifts, or powered aerial equipment are allowed anywhere within the project site. Contractors must use ladders only (A-frame or extension ladders as appropriate). All ladders must meet OSHA, ANSI, and facility safety requirements. Contractor shall provide ladder spotters in high-traffic or occupied areas
- All tools, antennas, cabling, and components must be transported manually or using small carts with non-marking wheels. Contractor must protect all finished surfaces with approved floor protection material.
- Contractor to install firestopping at fire rated penetrations. Fire penetrations provided by general contractor
- If required in contractor work area, contractor to protect all finished surfaces with approved floor protection material.
- Work areas must be cleaned daily, including vacuuming debris above ceilings as

necessary. All trash generated by contractor must be removed from the building by the contractor and disposed of offsite.

**F. Testing, Commissioning, O&M's & As-Built Requirements:**

- Perform complete system testing, including but not limited to:
- Cable continuity, loss, and grounding verification.
- Equipment functional testing and power measurements.
- RF sweep testing for uplink and downlink paths.
- End-to-end system verification for each carrier frequency band.
- Donor signal measurement
- Isolation testing (greater than required margin per FCC Part 20)
- Booster gain and noise figure validation
- End-to-end RF sweep of passive components
- Indoor coverage validation test (RSRP/RSRQ/SINR)
- Conduct in-building signal strength validation using an industry-standard spectrum analyzer.
  - Document coverage maps before and after DAS activation.
  - Coordinate final acceptance testing with carrier representatives and the Owner's technical staff.
- Deliver final System Commissioning Report including:
  - Summary of test results.
  - Carrier acceptance documentation.
  - Maintenance recommendations.
  - Bill of materials & serial numbers.
  - System O&M's Manuals
  - System As-built drawings
- Carrier acceptance: submit as-built RF report to each carrier and obtain written sign-off. Carriers may require their own testing team to validate.
- Acceptance Criteria
  - No oscillation events
  - No booster shutdowns
  - Minimum signal coverage thresholds per design documents

**G. Training and Documentation Requirements:**

- Provide training for Owner maintenance staff covering:  
System overview, basic operation, and monitoring.
- Routine maintenance procedures.
- Alarm interpretation, reporting and response.
- Basic Trouble Shooting
- Escalation Procedures
- Submit final documentation including:
  - As-built drawings and cable schedules.
  - Product Equipment O&M's
  - RF test results and commissioning reports.
  - Equipment inventory and warranty certificates.
  - Contact information for carrier integration and service support.
- Include Training Materials
  - Provide printed and electronic training manuals customized for Owner's installation.
  - Include step-by-step procedures for normal and emergency operations.
  - Provide quick reference guides for daily system use.
- Training Video
  - System Overview and purpose
  - Wiring and installation details
  - Routine maintenance and troubleshooting.
  - Video to include bookmarking and time segment indexing.

**H. Warranty, Support and Spare Equipment Requirements:**

- Contractor shall provide a minimum one (1) year warranty on all materials, workmanship, programming, and performance. Provisions include but are not limited to:  
Proactive monitoring & critical alarm notifications
- Firmware & cloud platform updates
- Quarterly performance checks, and re-commissioning if required.

- Annual preventative maintenance
- Warranty Start date to begin on systems substantial completion date.
- Coordinate with DAS equipment manufacturer for manufactures warranty and service coverage as applicable. Provide owner with equipment matrix detailing each device's manufacturer warranty start dates and end dates.
- Provide post-installation technical support during the warranty period for system optimization and troubleshooting.
- Contractor to provide Quarterly verification testing to ensure all carrier frequencies levels are within recommended requirements.
- The Bidder shall provide details of the manufacturer's standard warranty, including coverage period for hardware and software. Minimum acceptable warranty coverage is 1 year.
- The proposed warranty must be registered to County of San Mateo, and not to the reseller, to ensure direct access to manufacturer support.
- The Bidder shall pass through all applicable manufacturer warranties to the buyer and shall not limit or void such warranties through VAR-specific terms.
- Contractor to provide recommended spare parts equipment list with associated costs per pricing proposal spare parts recommendation matrix.

**I. Project Contingency Requirements:**

- Contractor to include \$20,000.00 (Twenty Thousand Dollars and no/100 cents) contingency for County direct changes and for unforeseen existing conditions.
- This contingency shall not be interpreted as a Contractor-managed contingency or available balance for changes, substitutions, or Contractor administrative expenses. The County Allowance is for County use only — not for Contractor discretionary use
- The contingency amount shall not be accessed, applied, or billed by the Contractor unless the County issues written authorization via a formal Change Directive or Change Order.
- Contractor is not to use the allowance to offset errors, omissions, coordination issues, or cost overruns within the Contractor's responsibility.
- Remaining funds at project closeout revert to County as a credit via Change Order.
- Contractor cannot access, bill, or apply allowance funds without written County authorization.

Additional services shall be provided on an as needed basis in accordance with specific information provided to the Contractor by the County which will describe the work to be done and the location for said work.

Charges for work performed by the Contractor and not authorized in writing by the Director of Public Works or his duly authorized representative will not be paid by the County.

**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:

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Design, Engineering, Submittal Documents	1	EA	\$6,500.00	\$6,500.00
2	Headend Equipment Costs	1	EA	\$77,185.00	\$77,185.00
3	Cable, Doner Antenna & In-building Antenna Material Cost	1	EA	\$77,185.00	\$77,185.00
4	Tax (9.65% tax on material)	1	EA	\$15,243.75	\$15,243.75
5	Systems Labor Installation	1	EA	\$100,631.25	\$100,631.25
6	Commissioning and Testing	1	EA	\$11,875.00	\$11,875.00
7	Close Out Docs, O&M's, As-Built Drawings	1	EA	\$0.00	\$0.00
8	Year 1 Service and Warranty Coverage	1	EA	\$4,800.00	\$4,800.00
9	Spare Parts Recommendation	1	EA	\$0.00	\$0.00
Total					\$293,420.00

**LABOR RATES**

Line Item	Labor Classification	Unit of Measure	Base Rate
1	Project Management	HR	\$151.38
2	Project Administrator	HR	\$64.87
3	Project Engineer	HR	\$117.28
4	Programmer / Systems Specialist	HR	\$117.18
5	Superintendent	HR	\$169.61
6	Foremen/Lead Technician	HR	\$117.18
7	Field Technician	HR	\$110.18
8	Delivery / Transportation	HR	\$99.68

Invoice shall be submitted to the Department of Public Works at the completion of service. Payment will be made within thirty (30) days of receipt in the Accounting Division, a written itemized invoice identifying the Agreement number, complete scope of work, specific work completed, location of work, and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed **\$293,420**, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Remit invoices to:  
 County of San Mateo  
 Department of Public Works  
 Attn: Accounting Unit

555 County Center, 5th Floor  
Redwood City, CA 94063  
Email: [dpw\\_accounting@smcgov.org](mailto:dpw_accounting@smcgov.org)

**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:** SARAH NORMAN

**Name of Contractor(s):** REDWOOD ELECTRIC GROUP

**Street Address or P.O. Box:** 2775 NORTHWESTERN PARKWAY

**City, State, Zip Code:** SANTA CLARA, CA 95051

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

**Signature:**

DocuSigned by:  
Sarah Norman  
02DE478BE8FF4AC...

**Title of Authorized Official:** PROJECT MANAGER

**Date:** 4/13/2026

\*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."

### Certificate Of Completion

Envelope Id: B2C5CB12-B364-499D-9B3C-20A7273680F6	Status: Completed
Subject: Complete with Docusign: Redwood_Electric_Group_Agreement.pdf	
Source Envelope:	
Document Pages: 28	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Heather Oda hmoda@smcgov.org
Envelopeld Stamping: Enabled	IP Address: 136.226.78.164
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

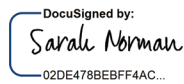
### Record Tracking

Status: Original 4/9/2026 8:45:40 AM	Holder: Heather Oda hmoda@smcgov.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	

### Signer Events

Sarah Norman  
snorman@RedwoodEG.com  
Security Level: Email, Account Authentication  
(None)

### Signature

DocuSigned by:  
  
02DE478BEBFF4AC...

### Timestamp

Sent: 4/9/2026 8:49:07 AM  
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Signed: 4/13/2026 12:28:22 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 104.177.151.25

**Electronic Record and Signature Disclosure:**  
Accepted: 4/9/2026 12:47:01 PM  
ID: 096d9cfd-e06c-417e-91e7-e437542ef8b4

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2026 8:49:07 AM
Envelope Updated	Security Checked	4/9/2026 11:29:54 AM
Envelope Updated	Security Checked	4/9/2026 11:29:54 AM
Envelope Updated	Security Checked	4/9/2026 12:57:58 PM
Envelope Updated	Security Checked	4/9/2026 12:57:58 PM
Envelope Updated	Security Checked	4/9/2026 1:08:19 PM
Envelope Updated	Security Checked	4/9/2026 1:08:19 PM
Certified Delivered	Security Checked	4/9/2026 12:47:01 PM
Signing Complete	Security Checked	4/13/2026 12:28:22 PM
Completed	Security Checked	4/13/2026 12:28:22 PM
Payment Events	Status	Timestamps



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO San Mateo County - Public Works (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO San Mateo County - Public Works:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [wwwong@smcgov.org](mailto:wwwong@smcgov.org)

### **To advise Carahsoft OBO San Mateo County - Public Works of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [wwwong@smcgov.org](mailto:wwwong@smcgov.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO San Mateo County - Public Works**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [wwwong@smcgov.org](mailto:wwwong@smcgov.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO San Mateo County - Public Works**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [wwwong@smcgov.org](mailto:wwwong@smcgov.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO San Mateo County - Public Works as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO San Mateo County - Public Works during the course of your relationship with Carahsoft OBO San Mateo County - Public Works.