

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SPRIG ELECTRIC CO. DBA ARCHKEY SOLUTIONS

This Agreement is entered into this 8th day of April, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Sprig Electric Co. dba ArchKey Solutions, 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 professional structured as-needed cabling services.

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 A – Work Order
Attachment B – Certificate of Milestone Completion

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 One Million Dollars (\$1,000,000). 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 April 8, 2025, through April 7, 2028.

5. Termination

This Agreement may be terminated by Contractor or by the Director/Chief Information Office of Information Services Department (ISD) 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 third-party 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 caused by Contractor's negligent acts or omissions, 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 the extent of injuries or damage for which County has been found in a court of competent jurisdiction to be 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.

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. 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. 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 also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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.

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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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: **Michael Wentworth, Director/CIO**
Address: 455 County Center, 3rd Floor, Redwood City, CA 94063
Telephone: 650-363-4548

Facsimile: 650-363-7800
Email: ISD_Procurement@smcgov.org

In the case of Contractor, to:

Name/Title: **Gregory Hazel, Business Development Executive**
Address: 1860 S. 10th Street, San Jose, CA 95112
Telephone: 669-230-4497
Facsimile: n/a
Email: Gregory.hazel@archkey.com

18. 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.

19. 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.

20. 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 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,

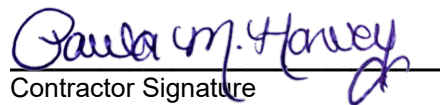
- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor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

* * *

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

For Contractor: **SPRIG ELECTRIC CO. DBA ARCHKEY SOLUTIONS**


Contractor Signature

3/14/2025
Date

Vice President, Accounting
Contractor Name (please print)

COUNTY OF SAN MATEO

By: 

Resolution No. 081075

President, Board of Supervisors, San Mateo County

Date: April 8, 2025

ATTEST:

By: 

Clerk of Said Board

Exhibit A

SERVICES

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

I. ENGAGEMENT OVERVIEW

Contractor shall be retained for the purpose of providing comprehensive cabling services throughout all departments in existing and new facilities on an as-needed basis. These cabling services will include copper, fiber, and other cable types as requested with oversight and standard compliance validation performed by members of the Information Services Department (ISD) technical staff. Because of the nature of as-needed services, the County will not guarantee any minimum utilization or expenditure during the agreement period.

II. SCOPE OF AS-NEEDED SERVICES

Contractor shall provide the following as-needed services at the requested location(s). County shall pay for as-needed services to the Contractor based on the rate table provided in Exhibit B.

1. Provide station and feed cable installations, terminations, and testing services within and between facilities as appropriate to accomplish the engagement goals of the organization.

- a. Station/Data cables will be provided with the latest category (minimum Category 6 –ANSI/TIA/EIA 568 B) rating at all times without exception.
- b. Station/Data cables installed in cubicles will always include at least two cables in a single outlet.
- c. Station/Data cables installed within offices and cubicles will have at least a 4-foot service loop at the station location and a 12-foot service loop in the Intermediate Distribution Frame (IDF) and Main Distributions Frame (MDF) rooms and locations unless otherwise directed or if terminated.
- d. Category level must be maintained at all times, and it is required that once the installation is completed, testing documentation showing that the cables have maintained category level must be provided by the Contractor.
- e. Station/Data cables installed in hard wall offices will always include at least two cables per outlet with at least two outlets per office and always on separate walls, unless otherwise agreed to in writing by the ISD technical staff coordinating the specific cabling engagement.
- f. Cables installed and terminated in ceilings for wireless access points will be terminated with biscuit jacks or single port keystone jacks.
- g. Cabling will be installed from the station location or work area outlets to the termination IDF/MDF areas.
- h. Termination will always be in 19" racks compliant with all local, state, or federal installation requirements and supported by ladder racks. 568 B patch panels will be used to terminate all cables within racks with at least a 10% spare port capacity.
- i. At no time will tie wraps be used to secure cable bundles, Velcro only.
- j. Cables will not be laid on a ceiling grid or supported by any structure not specifically designed to support cables. Cable trays or J hooks are required. In the case where conduits are provided, cables will use the enclosed conduit structure as required.

- k. Cables will not be installed within 4 feet of electrical transformers or motors. Any electrical interference found on completed cabling will be the responsibility of the cabling contractor to resolve.
- l. All cables must be labeled using County standard numbering and designations and in keeping with facilities current numbering. In the case of new facilities, the ISD project manager will provide the numbering and designation information.
- m. The termination jack color must be completed using the county-provided color scheme as directed or in compliance with ANSI/TIA 606-B recommendations.
- n. Any structural damage during the installation of cabling will be the responsibility of the Contractor to correct and repair.
- o. All cabling defects or testing failures will be the responsibility of the cabling contractor to correct and resolve.
- p. Upon completion of installation, the cabling contractor must leave the work area clean and devoid of debris. All ceiling tiles must be replaced/reinstalled.
- q. Each cable shall be terminated on one (1) raceway plate. Splitting cables onto multiple jacks is not acceptable.
- r. Modular Furniture Outlets: All modular furniture outlets must be coordinated with other trades to ensure appropriately sized "in-feeds" and pathway capacity. All cables exiting a wall cavity or floor sleeve must be protected until the wires enter the furniture system.
- s. Workstation Cable Run Length: The maximum cable run from any workstation to an IDF closet or the MDF shall not exceed 290 linear feet with an allowance for patch cords. The overall length of the circuit (including patch cords) from desktop device to LAN equipment shall be at most 100 yards.

2. Provide fiber installation, termination, and testing services when requested within facilities and between facilities within contiguous County property environments.

- a. Fiber strands will be terminated on standard connectors dependent on use case or customer request, but typically SC, LC, ST, MT type connectors. The County has adopted LC as a standard when applicable.
- b. All fiber will be home run whenever possible without intermediary splicing.
- c. All fiber optic cables must be tested according to ANSI and TIA/EIA 568 A&B&C standards (Optical Power Loss Measurements of Installed Single-mode and Multi-mode Fiber Cable Plant), Telcordia GR-326-CORE procedures, and/or the most current TSB (Technical System Bulletins) release in accordance with TIA/EIA standards. Hard and soft copy results must be submitted to the agency's point of contact or assigned ISD project manager.
- d. Fiber optics shall be tested and certified bidirectionally and include dual wave lengths: SM 1310 nm and 1550 nm, MM 850 nm, and 1300 nm.
- e. If the agency or ISD project manager requests it, fiber optics shall be tested and certified using Optical Loss Test Sets (OLTS).
- f. OLTS must have been calibrated against NIST (National Institute of Standards & Technology) Standards within 12 months before the test date.
- g. Fiber with splices shall also have an Optical Time Domain Reflectance (OTDR) test bidirectional if the agency requests. Each splice will be identified with loss and reflectance to stay within the abovementioned parameters.
- h. Multi-mode fiber must be tested with a 1000-meter launch box with matching polished connectors.
- i. Multi-mode fiber must be tested with a matching polished terminator on the distal end or a 1000-meter launch box with a matching polished connector on the distal end.

- j. End-to-end attenuation loss and near-end crosstalk shall be tested from 0.772 to 250 MHz and meet or exceed Category 6 TIA 568-C requirements.
- k. Documentation: A record of all cables should be maintained. This record should include the cable identifier, source and destination, cable type, and cable length.
- l. Management: Cables should be managed and routed to prevent damage and ensure they are correctly installed and maintained. This would include the use of structured cabling in the datacenter.

3. Adhere to the design principles and minimum acceptable standards.

- a. TIA/EIA standards:
 - EIA 568A and 568B (Commercial Building Telecommunications Wiring Standard);
 - TIA/EIA 569 (Commercial Building Standard for Telecommunications Pathways and Spaces);
 - TIA/EIA 606 (Administration Standard for Telecommunications Infrastructure of Commercial Buildings); and
 - TIA/EIA TSB 67 (Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems).
- b. Contractor will install fiber and copper cables that may traverse public thoroughfares, either buried or aerial.
- c. Contractor will coordinate with departmental and ISD representatives to accommodate operational schedules when installing cabling in areas providing public services.
- d. All projects will include a project charter fully outlining the work to be accomplished and the agreed-to pricing structure in Exhibit B. In addition, all projects will have an itemized project plan that must be approved by the department representative and ISD prior to commencing any cabling installation services. An executed Work Order, signed by both the County and the Contractor, will be required to coordinate work with building and construction contractors or electrical contractors.
- e. All cable installation will always adhere to local, state, and or federal laws, regulations, and codes. All cabling service quotes will include any permitting or other governmental fees/costs unless provided by construction prime contractors or electrical contractors.
- f. All completed cabling projects, regardless of size, will include a statement of compliance with all local, state, and federal laws, regulations, and codes. In addition, all cabling projects will also include detailed as-built diagrams noting cable path and termination location information. Finally, all completed cabling projects will consist of throughput and continuity testing results that will not substantially (20% or more) deviate from established cable-type standards and documented performance metrics.
- g. Deviations from the above standards will be submitted to the appropriate departmental and ISD technical liaison, and written approval will be required before implementing a suggested departure from these standards. Exceptional circumstances that require deviation from these standards will be submitted for review, consideration, and possible approval in the same manner. Hourly rates in Exhibit B must apply to any time and material engagement for the duration of the contract period.

4. Conform to County's reporting and acceptance process.

- a. Cables are installed, terminated, tested, and certified per specifications and found to be defect-free.
- b. Work performed by the Contractor is inspected by the County and found to satisfy the listed requirements.

- c. The County and the Contractor will conduct a final walk-through of each project, noting deficiencies and errors in installation or workmanship and creating a punch list of items to be corrected. Work will be accepted upon completion of remediation of all punch list items.
- d. The County requires that all newly installed permanent links be certified tested (for category-rated copper and fiber optics). Certification test results must be delivered to the County using the manufacturer's tester software.
- e. The final acceptance of work will be approved by the departmental representative and ISD technical staff. Attachment B – Certificate of Milestone Completion must be completed. The certificate must be submitted with the invoice.

III. CONTRACTOR'S RESPONSIBILITIES

- 1. Contractor shall notify in advance in writing of any planned engagement of a subcontractor. Such subcontractors shall accept all agreement terms and will be required to meet performance requirements outline in the Agreement.
- 2. When applicable, Contractor shall apply and secure the required security clearances from the County.
- 3. When applicable, Contractor's resources shall comply to the County's minimum background check requirements.
- 4. When applicable, Contractor to provide all applicable licenses and license numbers, certificates relevant to the assigned project, name of the holders of those licenses and certificates, and the names of the agencies issuing the licenses and certificates. If requested by County, a copy of these licenses and certificates.
- 5. Contractor shall comply with all applicable County safety and security policies and procedures.
- 6. Contractor shall adhere and comply with payment of prevailing wage rates.
- 7. Contractor shall not charge the following expenses to this engagement namely: airfare, lodging, mileage, meals, shipping, photocopies, tolls and parking, and travel time.
- 8. Contractor shall attend all mutually agreed upon required scheduled project meetings (if applicable).
- 9. All Services shall be completed on straight time rates.
- 10. As part of the rates provided in Exhibit B, all required permits and other governmental fees/costs are included.
- 11. All work will be performed during normal business hours from 7:00 a.m. to 5:00 p.m. Monday-Friday, excluding weekends and holidays.
- 12. Contractor shall provide and install necessary fire-stopping for any sleeve or pathway opening that is associated to new cabling installed under the scope of services.
- 13. All cabling will be terminated, tested, and labeled to meet EIA/TIA Category 6 installation standards.
- 14. Contractor shall make every effort to not damage the existing ceiling grid.

IV. ACTIVITIES PERFORMED BY THE COUNTY

- 1. Designate a project manager (PM) to schedule and coordinate County's resources and answer any questions that might arise during the project installation.
- 2. Provide contractor requested documentation or information necessary to adhere to project schedule (if applicable).
- 3. Coordinate and provide all necessary access, badges, keys and/or escorts in order to perform the work in a timely manner.
- 4. Provide ample and secure parking, storage area for materials, and telephone access at the project location.

5. When applicable, County is responsible for removal and disposal of any previously installed County owned equipment or cabling unless specified.

V. WARRANTY

1. Contractor warrants it shall perform its services in accordance with the current standards of care and diligence normally practiced by professionals in performing services of a similar nature. Warrants all labor performed for a period of 1 year from the date of final acceptance. During this warranty period, County shows that there is an error in the services as a result of Contractor's failure to meet those standards, and County has notified Contractor in writing of any such error within that period, Contractor shall perform such corrective services within the original scope of services as may be necessary to remedy such error.
2. Contractor warrants the provided equipment for a one (1) year starting from the date of installation of equipment. The warranty only applies to equipment provided and installed by Contractor.

Any additional services and change orders, not included in this Agreement, shall be quoted separately and approved by the County. Such additional services shall require a fully executed Amendment prior to the commencement of the additional services.

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

Exhibit B

PAYMENTS AND RATES

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:

The total not to exceed amount for the services under this agreement is \$1,000,000.

As-Needed Services

County shall pay for as-needed services to the Contractor based on the below rates. County shall pay for utilized as-needed services for each approved work order.

I. PRICING

"Installation Cost (per foot)" rates and "fixed hourly rates" are subject to annual increases based on Union labor rate increases and annual material & commodities increases but will not exceed the Consumer Price Index (CPI). The increase request will be submitted to the County annually and must be accepted by both parties via an executed amendment to this agreement.

A. Installation Cost (per foot)

1. Copper Cable - UTP Cat 6a (Include plenum) and shielded - direct bury

Type	Plenum	Shielded - Direct Bury
4-pair cable	\$2.43	\$2.65
25-pair feed cable	\$8.20	\$9.98
50-pair feed cable	\$9.93	\$11.47
100-pair feed cable	\$13.03	\$14.34

2. Multi-strand Fiber - 9/50 core sizes OM3 & OM4 with innerduct or direct bury

a. Single-mode Fiber (SMF)

Type	Plenum	Direct Bury
24 Strand SMF	\$10.15	-----
48 Strand SMF	\$13.40	\$8.87
96 Strand SMF	\$24.14	\$9.37
144 Strand SMF	\$29.56	\$14.81

b. Multimode Fiber (MMF)

Type	OM3	OM3 – Direct Bury	OM3 w/ Innerduct
24 Strand MMF	\$12.07	\$13.05	\$18.69
48 Strand MMF	\$17.99	\$16.53	\$24.61

96 Strand MMF	\$33.23	\$29.44	\$39.85
144 Strand MMF	\$38.43	\$38.43	\$45.05

Type	OM4	OM4 – Direct Bury	OM4 w/ Innerduct
24 Strand MMF	\$12.95	\$16.41	\$19.57
48 Strand MMF	\$20.79	\$25.73	\$27.41
96 Strand MMF	\$39.81	\$34.91	\$46.43
144 Strand MMF	\$52.62	\$47.27	\$59.24

c. Combination of SMF and MMF

Type	SMF + MMF
24 Strand 12SMF/12MMF	\$22.26
48 Strand 24SMF/24MMF	\$25.46
96 Strand 48SMF/48MMF	\$31.62
144 Strand 72SMF/72MMF	\$38.38

B. Labor: Fixed Hourly Rate

Designer	\$175.64
Cable Installer	\$142.11

II. INVOICING

A. As-Needed Services

For as-needed services, Contractor's work will be carried out based on a work order. The County shall assign a work order number after both County and Contractor have signed the work order. The Contractor shall invoice against each work order.

B. Upon 100% completion

The Contractor shall submit a certificate of milestone completion and request approval/acceptance from the County's designated staff that services indicated in the work order have been 100% completed. Such approval/acceptance must be submitted with the invoice.

The County shall submit payment within net thirty (30) days of receipt of invoice, for services rendered conditioned upon the approval of services performed.

Each invoice submitted must include the following information, at a minimum:

- Invoice Number and Date
- Agreement Number and/or Purchase Order Number
- Detailed statement of actual services
- Breakdown of labor, materials and taxes (when applicable)

- Total amount of invoice

Invoices must be sent to ISD-Vendor-Invoices@smcgov.org. Processing time may be delayed if invoices are not submitted electronically and without written approval/acceptance from designated County staff.

Attachment A
WORK ORDER



Information Services Department
455 County Center
ISD, 3rd Floor, Redwood City, CA 94063
650-363-4548

WORK ORDER

CONTRACTOR: Click or tap here to enter text.

AGREEMENT NUMBER: Click or tap here to enter text.

WORK ORDER NUMBER: Click or tap here to enter text.

PROJECT DESCRIPTION: Click or tap here to enter text.

PROJECT LOCATION: Click or tap here to enter text.

PROJECT TERM DATE: Click or tap here to enter text.

PROJECT NOT-TO-EXCEED AMOUNT: Click or tap here to enter text.

COUNTY PROJECT MANAGER: Click or tap here to enter text.

Scope of Work

Contractor to prepare the description of services and amount as indicated in the Agreement.

Description of Services	Amount
1. List services	
2. List services	
3. List services	

THIS WORK ORDER IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY AUTHORIZED DESIGNEE.

FOR CONTRACTOR:

<hr/> Project Coordinator	Signed by	Date:
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FOR COUNTY:

<hr/> Chief Information Officer (CIO) or CIO's Designee Information Services Department	Signed by	Date:
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Attachment B
CERTIFICATE OF MILESTONE COMPLETION



Information Services Department
455 County Center
ISD, 3rd Floor, Redwood City, CA 94063
650-363-4548

Certificate of Milestone Completion

CONTRACTOR: Click or tap here to enter text.
COUNTY PROJECT MANAGER: Click or tap here to enter text.
AGREEMENT NUMBER: Click or tap here to enter text.
WORK ORDER NUMBER:
PROJECT DESCRIPTION: Click or tap here to enter text.
LOCATION: Click or tap here to enter text.

MILESTONE SUMMARY

Contractor has performed the following activities and provided the required deliverables and documentation as indicated in the Agreement.

Milestone	Description of Services Completed	Date Completed
<u>Milestone Name</u>	1. List services completed 2. List services completed 3. List services completed 4. List services completed	

MILESTONE 1 WORK COMPLETED BY CONTRACTOR:

Contractor Project Coordinator: Name	Signed by:	Date:
Contractor Engineer: Name	Signed by:	Date:

ACCEPTED AND CONFIRMED BY:

Project Manager Title County of San Mateo	Signed by	Date:
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