

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. _____

Contractor Name and Address:

NetVersant – Northern California

Attn: Sock Kuritsubo

1411 South Milpitas Blvd.

Milpitas, CA 95035

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: Information Services Department

Attention: Maryanne Carboni (650) 363-4550

Address: 455 County Center - Third Floor

City, State, Zip: Redwood City, CA 94063

It is agreed between the County of San Mateo, California, and Contractor as follows:

- Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO INFORMATION SERVICES DEPARTMENT. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
- Contract Term** The term of this Agreement shall be from November 1, 2003 to June 1, 2004 unless terminated earlier by the County.
- Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED FORTY THREE THOUSAND FIVE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-NINE CENTS, \$143,566.69.
- Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
- Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of the work of the Agreement as set forth in California Labor Code section 1861.
- Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Risk Management.
- Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
- Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of the Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

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

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

13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
14. **Governing Laws** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement, such action shall be venued in the County of San Mateo.
15. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
16. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and

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Exhibit "A"

Agreement No. _____

Agreement between the County of San Mateo and NetVersant Northern California

I. Description of Services to be Performed by the Contractor

To provide and install cabling renovation to the Burlingame Senior Care Center, 1100 Trousdale Drive, Burlingame, Ca 94010. NetVersant-Northern California, Inc. will assign a project manager throughout the duration of the cabling installation. The project manager will coordinate the logistics of the installation, the size of the installation crew, and will ensure the work provided by NetVersant-Northern California, Inc.'s installation technicians, is of a professional quality, installed in a professional manner. He will approve any additional work that is required, outside the scope of project and schedule changes that may affect the cut date. as follows:

- Provide and Install (3) SWE3000-1c rack enclosures.
- Provide and Install (3) seismic bracing kits.
- Provide and Install (20) Ortronics hinged 48 port Cat5e patch panels.
- Provide and Install (10) Ortronics 48 port Amphenol patch panels.
- Provide and Install (68) 25 pair cat3 handoff cables patch panel to 66 blocks.
- Provide and Install (10) full blueboards and whiteboards for terminations of the handoff cables.
- Provide and Install 6 strand Plenum multimode fiber cable from the basement IDF to the 1st and 2nd IDF closets.
- Provide and Install 50 pair plenum cat3 feeder cable from 1st floor IDF to basement IDF.
- Provide and Install (35) 1" conduit sleeves to penetrate from the hallway into office locations.
- Provide and Install (30) 3"x 3" x 3" EZPATH sleeves for penetrating walls in major cabling routes.
- Provide and Install (1) voice and (1) data cable to (80) office locations.
- Provide and Install (1) voice and (1) data cable to (282) patient care beds.
- Demo out 362 workstations (old cabling)..

Required Access

- All wall and floor penetrations for cable routing will be provided by the customer.
- All cable paths will be clear and free of obstacles.
- Conduit fill ratios will be exceeded in many locations, customer will need to approve this condition or provide a larger conduit.
- All furniture/equipment in the way of cable routing will be moved by the customer.
- All non-compliant existing cabling is the responsibility of the customer.

Documentation

CAT5E TEST RESULTS IN SOFTCOPY FORMAT.

AS-BUILTS ON CUSTOMER PROVIDED CAD DRAWINGS.

Project Change

No changes, either adds or deletions to the agreed upon scope of project will take place without written approval of the designated customer contact and written approval of the NetVersant-Northern California, Inc.'s Project Manager.

Revised 6/03

Warranty

- Netversant will provide a one- year warranty on materials and labor. All extended warranties will be provided by the manufacturer (Berk-Tek, Ortronics)

II. Amount and Method of Payment

The contractor will be paid 20% or \$28,713.38 upon commencement of work. The remaining 80% or \$114,853.31 will be paid upon completion of work as approved by the designated San Mateo County Information Services Department Project Manager, David Yamani. Total amount of the contract is not to exceed \$143,566.69.

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

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|---------------------------------|---------------|--|---------------|
| _____ Contractor's Signature | _____ Date | _____ Contractor's Name (Please Print) | _____ Date |
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|--------------------------------------|---------------|---|---------------|
| _____ Department or Division Head | _____ Date | _____ Department or Division Head Name (Please Print) | _____ Date |
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|--|---------------|--|----------------------|
| _____ Purchasing Agent, County of San Matco | _____ Date | | _____ Budget Unit |
|--|---------------|--|----------------------|