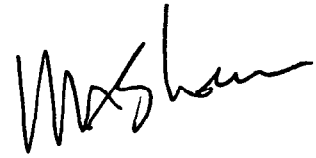


COUNTY OF SAN MATEO

Interdepartmental Correspondence

Date: April 10, 2001
Hearing Date: April 24, 2001

TO: Honorable Board of Supervisors
FROM: Warren Slocum, Assessor-County Clerk-Recorder
SUBJECT: Agreement with Packaged Business Solutions, Inc.



RECOMMENDATION

Adopt a resolution waiving the request for proposal process and authorizing the execution of an agreement with Packaged Business Solutions, Inc (hereafter PBSI) for software support services in an amount not to exceed \$135,000, for the period of May 1, 2001 through December 31, 2001

Background

Since August 2000, PBSI has provided software programming, analysis, and training services in support of the electronic transfer of the Assessor's assessment data files to the Tax Collector on the Assessor's AS/400 system. One programmer, Mr Bill Crawford, has been responsible for monitoring program performance and implementing any necessary corrections to ensure accurate transfer and merger of data. The current agreement expires on April 30, 2001.

The original agreement (#13000-01-C040) in the amount of \$75,000 has been extended twice, and the amount has been increased once, to a cumulative total to date of \$100,000.

Discussion

PBSI, established in 1982, has provided high quality services to the Tax Collector over the course of some eleven years. Although a formal request for proposal process (RFP) was not undertaken by the Tax Collector before engaging the services of PBSI and Mr Crawford, market research revealed that PBSI was the only source of the necessary programming services for the then-new AS400 computer system. Accordingly, your Board approved a waiver of the RFP process at that time. As a result of that work and services to our office since August 2000, Mr Crawford is completely familiar with our data transfer processes.

As we enter the final, busiest months of the annual assessment cycle, it is important to have PBSI, since it is knowledgeable and experienced in transferring assessment data files, continue to provide this service. Particularly as we transfer data previously withheld due to date and backlog constraints, accuracy and speed will be essential to timely completion of the roll by June 30. We will require these programming services through the end of the current calendar year.

Board Packet-Agreement with PBSI
Hearing April 24, 2001

For these reasons, we believe a waiver of the request for proposal process would be in the best interests of the County

This agreement has been reviewed and approved by County Counsel

Fiscal Impact

There will be no impact on Net County Cost Funding will be coming from AB 719

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION No. _____

**RESOLUTION TO WAIVE THE REQUEST FOR PROPOSAL PROCESS AND
TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH
PACKAGED BUSINESS SOLUTIONS, INC. FOR SOFTWARE PROGRAMMING
SERVICES IN AN AMOUNT NOT TO EXCEED \$135,000**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to the Board of Supervisors for its consideration and approval the form of an agreement whereby Packaged Business Solutions, Inc. will provide software programming services for the Assessor-County Clerk-Recorder for an amount not to exceed \$135,000; and

WHEREAS, there has been presented to the Board of Supervisors for its consideration and approval a request for waiver of the request for proposal process for said programming services, and

WHEREAS, the Board has determined that the best interests of the County would be served without the necessity of the request for proposal process, and

WHEREAS, the Board has examined and approved the agreement as to both form and content and desires to approve them;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that (1) the request for proposal process is waived, (2) the President of the Board of Supervisors is hereby authorized and directed to execute the agreement for and on behalf of the County of San Mateo, and (3) the Clerk of this Board shall attest the signature thereto.

AGREEMENT FOR SERVICES

PACKAGED BUSINESS SOLUTIONS, INC. (hereinafter "PBSI") whose principal place of business is located at 2151 Salvio Street, Concord, California 94520, and **COUNTY OF SAN MATEO** (hereinafter "County"), a political subdivision of the State of California, located at 400 County Center, Redwood City, California 94063, do hereby agree as follows.

1. Services to be Performed by PBSI. In consideration of the payments hereinafter set forth, PBSI shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A, attached hereto, for County's Department of the Assessor-County Clerk-Recorder (hereinafter "Client"). PBSI shall ensure compliance with all state, federal, and local laws or rules applicable to performance of the work required under this contract
2. Contract Term. This agreement shall commence May 1, 2001 and shall terminate on December 31, 2001, unless terminated earlier by County in accordance with Paragraph 13 herein
3. 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 PBSI in the manner specified herein and in Exhibit A. County shall pay PBSI progressively as work is completed and biweekly invoices are received. In the event that County makes any advance payments, PBSI agrees to refund any amounts in excess of the amount owed by County at the time of contract termination. 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 total payment for services under this agreement exceed \$135,000
4. Relationship of the Parties. PBSI 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 PBSI acquires none of the rights, privileges, powers, or advantages of County employees
5. Insurance. PBSI shall not commence work under this agreement until all insurance required under this section has been obtained and such insurance has been approved by Client. PBSI will furnish Client with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending PBSI's coverage to include the contractual liability assumed by PBSI pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty days notice must be given, in writing, to Client of any pending change in the limits of liability or of any cancellation or modification of the policy.
6. Workers' Compensation and Employer Liability Insurance PBSI shall have in effect, during the entire life of this agreement, workers compensation and employer liability insurance providing full statutory coverage. In signing this agreement, PBSI makes the following certification, required by section 1861 of the California Labor Code.

“I am 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 Code, and I will comply with such provisions before commencing the performance of the work of this agreement.”

- 7 Liability Insurance. PBSI shall have in effect and maintain during the life of this agreement such bodily injury liability and property damage liability insurance as shall protect PBSI 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 PBSI or by any sub-contractor 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 amounts specified below.

Such insurance shall include.

- (a) comprehensive general liability \$1,000,000
- (b) motor vehicle liability. None
- (c) professional liability None

After three (3) years from the date this agreement is first executed, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements, by giving sixty (60) days notice to PBSI. 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 the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess 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 cancelled, 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 pursuant to this agreement.

- 8 Hold Harmless. PBSI shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for or on account of injuries to or death of any person, including PBSI, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees, or servants, resulting from the performance of any work required of PBSI by this agreement, provided that this 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 PBSI to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in section 2778 of the California Civil Code

9. Non-Discrimination. No persons shall be excluded from participation in, denied the benefits of, or be subject to discrimination under this agreement on account 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. PBSI shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-discrimination for all employees and sub-contractors under this agreement.
10. Confidential Information All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to PBSI in order to engage in the performance of services under this engagement shall be presumed to be confidential. PBSI shall protect said data and information from unauthorized use and disclosure. PBSI shall not, however, be required by this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in PBSI's possession, is independently developed by PBSI outside the scope of this engagement, or is rightfully obtained from third parties or is required to be disclosed by judicial or administrative order, by subpoena or other legal requirement.
11. Governing Law and Severability. These terms, including the terms in the main agreement, shall be governed by, and construed in accordance with, the laws of the State of California (without giving effect to the choice of law principles thereof) with venue in the County of San Mateo Superior Court. If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
12. Non-Assignability PBSI 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.
13. Termination of Agreement. County may, at any time from execution of agreement, terminate this agreement, in whole or in part, for the convenience of 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 (hereinafter "materials") prepared by PBSI under this agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, PBSI shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of work performed is unacceptable. Such payment shall be that portion of the full payment that is determined by comparing the work/services completed to the work/services required by the agreement.
14. Retention of Records. PBSI shall maintain all records related to this agreement for no less than three years after County makes final payment or after termination of this agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of County, the State of California, and/or federal grantor agencies.

15. Merger Clause. This agreement, including Exhibit A attached hereto and incorporated herein by this 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 County. 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 PBSI. Further, liability referenced in Paragraph 7 is limited to PBSI's negligence during PBSI's performance under this agreement.

**THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL EXECUTED
BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.**

PACKAGED BUSINESS SOLUTIONS, INC.

COUNTY OF SAN MATEO

Natalie Kilner
Authorized Signature

Authorized Signature

Natalie Kilner
Name (typed)
President
Title (typed)

Michael D. Nevin
President, Board of Supervisors

April 10, 2001
Date

Date

EXHIBIT A

Description of Services to be Performed by PBSI

1. Perform programming and systems analysis support for applications residing on the Assessor's AS/400. PBSI will notify Assessor's management if the programming task requires additional or other resources to complete.
2. Provide technical guidance and training in the use of the AS/400 application software that is modified or developed.

Amount and Method of Payment

PBSI will perform the above described services during normal business hours, Monday through Friday, between 8:00 a.m. and 5:00 p.m. If deemed by Assessor's management to be necessary, PBSI will be asked to occasionally perform services during non-business hours.

PBSI shall be paid at a rate of \$85.00 per hour worked.

Miscellaneous

For the duration of the term of this agreement, and for a period of one year thereafter, County shall not hire for employment or independent services any employee of PBSI, nor shall County hire for employment or independent services any former employee of PBSI who has performed services under this agreement, unless a recruitment fee is paid to PBSI. The recruitment fee is set at twenty-five percent of the base salary, wages, or contractor's fees to be earned by such person during the first twelve months of employment or contracting services. The recruitment fee is due and payable within thirty days of commencement of employment or contracting services by such person with County.

Approval of Exhibit A:

Initials of PBSI Representative: WKK

Initials of Assessor's Representative: [Signature]

EXHIBIT B

Violation of the non-discrimination provisions of this agreement shall be considered a breach of this agreement and subject PBSI to penalties, to be determined by the County Manager, including but not limited to. (i) termination of this agreement; (ii) disqualification of PBSI from bidding on or being awarded a County contract for a period of up to three 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 PBSI'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 PBSI under the contract or any other contract between PBSI and County

PBSI 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 such 30 days such entity has not notified PBSI 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. PBSI shall provide County with a copy of its response to the complaint when filed.

PACKAGED BUSINESS SOLUTIONS, INC.

COUNTY OF SAN MATEO

Natalie Kilner
Authorized Signature

Authorized Signature

Natalie Kilner
Name (typed)
President
Title (typed)

Michael D. Nevin
President, Board of Supervisors

April 10, 2001
Date

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 03/21/01
 POLICY ID EH PACKA-1

PRODUCER
 EGI/Argo Insurance
 CA License #0660864
 P.O. Box 232017
 Pleasant Hill CA 94523-6107
 Phone: 925-682-7001 Fax: 925-682-7024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Packaged Business Solutions
 Inc.
 2151 Salvio St., Ste. #310
 Concord CA 94520

INSURER A Chubb Insurance
 INSURER B Sierra Insurance Group
 INSURER C Gulf Underwriters Ins. Co.
 INSURER D
 INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	35390991	11/15/00	11/15/01	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ Included
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	35390991	11/15/00	11/15/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$
					AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N2066690C	09/15/00	09/15/01	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E L EACH ACCIDENT \$ 1,000,000
					E L DISEASE - EA EMPLOYEE \$ 1,000,000
		E L DISEASE - POLICY LIMIT \$ 1,000,000			
C	OTHER	GU0408224	11/15/00	11/15/01	Each** 1,000,000
	Errors & Omissions				Total Lmt 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 *Each Wrongful Act, Claims-Made, Retroactive Date 6/16/87

CERTIFICATE HOLDER	N	ADDITIONAL INSURED INSURER LETTER	CANCELLATION
San Mateo County Assessor/County Clerk Recordr 555 County Center, 3rd Floor Redwood City, CA 94063		SANM002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES

**SAN MATEO COUNTY
MEMORANDUM**

DATE: 4-4-01
 TO: Priscilla Harris Morse
 FROM: Kate Bach (Name) FAX 1903 PONY _____
 SUBJECT: Contract Insurance Approval - PBSI

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME Packaged Business Solutions, Inc. (PBSI)

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?
No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:
W. Comp. coverage provided.

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:
Software programming, systems analysis - 6/1/01 - 12/31/01.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Professional Liability	<u>\$1m</u>	<u>✓</u>	<u>Waive</u>	_____
Workers' Compensation	<u>statutory</u>	<u>✓</u>	_____	_____

REMARKS/COMMENTS:

Ins. certificate will be flagged for renewal 8/30/01.
Priscilla Morse 4/4/01
 Risk Management Signature Date

