

COUNTY OF SAN MATEO
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: May 23, 2001

HEARING DATE: June 5, 2001

TO: Honorable Board of Supervisors

FROM: Luther Perry, CIO/Director of Information Services
Extension 4234, Pony ISD120



SUBJECT: Agreement with Peninsula Technologies Inc to provide project analysis and programming support for implementation of multiple County Electronic Document Management Systems (EDMS), and waiver of the Request For Proposal Process

RECOMMENDATION

Approve a resolution authorizing the President of the Board to execute an Agreement with Peninsula Technologies, Inc to provide project management, analysis, and programming support for implementation of multiple County Electronic Document Management Systems (EDMS), and several mainframe systems for the term of two years, July 1, 2001 to June 30, 2003, in an amount not to exceed \$357,760, and waiving the Request For Proposal process

Background and Discussion

Information Services has completed a project to develop Countywide Standards in the use of Electronic Document Management Systems. It has also recently installed the basis of an EDMS system that is currently being used to publish the Board Agenda materials to the Web. The installation of this base system now enables other Departments to use it to manage their documents electronically.

Information Services is currently engaged in EDMS projects with the Courts, Human Services and Employee and Public Services. Additionally, Information Services anticipates involvement with several other County Departments in this area. These projects will automate business processes, document management and content web-publication and improve what are currently labor intensive activities. Peninsula Technologies, Inc is needed to provide additional support on these projects beyond the level of current ISD staffing and because of the current labor shortage in the technical field. This contractor was hired on previous projects to provide programming support including Y2K conversions and the publishing of the Board Agenda materials to the Web.

We recommend retaining the services of Peninsula Technologies, Inc based upon its familiarity with the County of San Mateo systems coupled with the fact that its prices are competitive. It would therefore be in the County's best interest to waive the Request For Proposal process.

Fiscal Impact

The term of the Agreement will be July 1, 2001 through June 30, 2003. The maximum amount payable under the agreement will be \$357,760. Funding for this agreement is included in the ISD 2001-2002 budget and will be cost applied to the appropriate departments through the work authorization process.

County Counsel has reviewed the proposed agreement and resolution.

RESOLUTION NO _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF
AN AGREEMENT WITH PENINSULA TECHNOLOGIES, INC.,
TO PROVIDE PROJECT ANALYSIS, MANAGEMENT AND PROGRAMMING SUPPORT FOR
IMPLEMENTATION OF MULTIPLE COUNTY ELECTRONIC DOCUMENT MANAGEMENT
SYSTEMS (EDMS), AND WAIVING THE REQUEST FOR PROPOSAL PROCESS

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance of an Agreement between the County and Peninsula Technologies, Inc., for project analysis, management and programming support for implementation of multiple County Electronic Document Management Systems (EDMS) and several mainframe systems, for the term of July 1, 2001 to June 30, 2003, in an amount not to exceed \$357,760,

WHEREAS, this Board has been presented with a form of Agreement and said Board has examined and approved same as to both form and content and desires to enter into same,

WHEREAS, this Board has determined that it is in the best interest of the County to waive the request for proposal process

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to, execute said Agreement as is approved by the County Manager and the County Counsel for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto, and that the request for proposal process is hereby waived

* * * * *

**SAN MATEO COUNTY AGREEMENT
WITH CONTRACTOR
FOR CONSULTING SERVICES**

This Agreement entered this 5th of June 2001, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called COUNTY and Peninsula Technologies, hereinafter called Contractor

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing services hereinafter described

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS

1 **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 and by this reference made a part hereof

2 **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibits A County shall make payment to Contractor in the manner specified 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

3 **Relationship of the Parties** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor

4 **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 automatically shall terminate this Agreement

5 **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

6 **Worker's 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 section 3700 of the California Labor Code 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 this work of the Agreement as set forth in California Labor Code section 1861

7. **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

8. **Non-discrimination** No person shall be excluded from participation in, denied under 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

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 Contractor 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 such 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.

9 **Accessibility of Services to Handicapped Persons:** If the Contractor will be providing services directly to the public on behalf of San Mateo County, Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance of compliance (Attachment I). Contractor shall be prepared to submit a self-evaluation and compliance plan to the County upon request within one year of the execution of this Agreement.

10 **Sole Property of the County:** Any system or documents developed, produced or provided under this contract shall become the sole property of the County.

11 **Access to Records:** The County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall maintain all required records for three years after County makes final payments and all other pending matters are closed.

12 **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 the 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. 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 CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

By _____
Michael D Nevin, President
Board of Supervisors

Contractor

By Michael F. Daly
Peninsula Technologies
Mike Daly

Contractor - please complete the following Are you or your firm a Disadvantaged Business Enterprise (DBE)?

Yes ___ No

(A DBE is a firm that is at least 51% owned and controlled by a minority person, including a woman [regardless of her race and ethnicity])

If yes, please check the appropriated DBE category

Latino ___ Asian & Pacific Islanders ___ African American ___ American Indian ___ Woman

EXHIBIT "A"

Contract between the County of San Mateo, hereinafter called 'County' and Peninsula Technologies, hereinafter call Contractor

I Description of Services to be Performed by Contractor

Contractor will provide services of Michael F. Daly as an experienced Programmer/Analyst to provide project analysis, management and programming support for implementation of multiple County Electronic Document Management (EDMS) systems and several mainframe systems. Areas of responsibilities will include

- Direct and coordinate activities in each phase of a project
- Requirements Definition
- Baseline Analysis
- Software Installation
- System Testing
- Senior Consulting Services
- Other systems analysis/programming tasks as required

II Amount and Methods of Payment

Contractor shall be paid on an hourly basis at the rate of \$85.00 per hour for the first year and a rate of \$87.00 per hour for the second year. In no event shall payments under this agreement exceed \$357,760 over a two year period.

Fees shall be billed monthly and are to be paid within 30 days of receipt of invoice. Each invoice will include

- 1 Agreement number
- 2 Actual services performed by project/assignment including number of hours, activity, amount billed this month and amount billed in total
- 3 The net amount for which payment is due

A progress report and monthly status summary will be enclosed with each monthly invoice. The Business Systems Manager may make additions or changes to the monthly status reporting requirements.

III Title

All products and concepts, however recorded, prepared or generated by the Contractor in the performance of this Agreement shall be the exclusive property of the County. The term "product" as used in the Agreement shall include, but will not be limited to, documentation, findings, software developed, design documents and concepts related to these projects. This Agreement shall preclude Contractor from using or marketing documentation, systems, information or material originated for County hereunder unless and until the parties execute a marketing agreement. All inventions, discoveries and improvements developed in the performance of this Agreement while using County facilities, including hardware and software shall be the property of the County. It shall be presumed that any invention, discovery or improvement was developed using County facilities unless Contractor is able to show by documented proof that such invention, discovery or improvement was developed solely with Contractor's facilities. If such invention, discovery or improvement shall be determined to be the property of Contractor, County shall be granted a nonexclusive, irrevocable, royalty free license to use said invention, discovery or improvement.

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

IV Confidentiality of Data


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. County's procedural requirements for protection of such data and information from unauthorized use and disclosure will be provided in writing to the Contractor by the County. 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.

V Term of the Agreement

The term of this Agreement shall be for two years, commencing on July 1, 2001 and continuing until June 30, 2003, unless terminated earlier as provided herein.

VI Cancellation Clause

The Chief Information Office or Contractor may terminate this Agreement at any time for any reason by providing notice of termination to the other party. Termination shall be effective on a date not less than thirty days from notice. In the event of termination under this paragraph, Contractor shall be paid for all work satisfactorily performed until termination, except where Information Services determines the quantity or quality of the work performed is unacceptable.



Peninsula Technologies, Contractor
Mike Daly

MAY 23, 2001

Date

Michael D. Nevin, President
Board of Supervisors

Date

SAN MATEO COUNTY
MEMORANDUM

DATE: 5/22/01
TO: Priscilla Harris Morse
FROM: Pamela Watson (Name) FAX 7800 PONY 15D120
SUBJECT: Contract Insurance Approval

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

CONTRACTOR NAME Peninsula Technologies - Mike Daly

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR
0

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY
to provide project analysis and programming support

The following will be completed by Risk Management:

INSURANCE COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Workers' Compensation	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS

[Signature] 5-22-01
Risk Management Signature Date

PONY EPS-163 SUBMIT TO RISK MANAGEMENT -OR- FAX 363-4864