

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: October 17, 2001

HEARING DATE: October 23, 2001

TO: Honorable Board of Supervisors

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

SUBJECT: Agreement with Dhiren Gandhi & Associates Inc. to provide analysis and programming support for the Internet Research Project and other projects involving Web based technologies; and waiver of the Request for Proposal Process.

RECOMMENDATION

Approve a resolution authorizing the President of the Board to execute an Agreement with Dhiren Gandhi & Associates Inc. to provide analysis and programming support to implement the requirements for providing County services to the public via the Internet and other projects involving Web based technologies such as new screens for the Payroll system and other legacy systems for the term of one year, October 17, 2001 to October 16, 2002, which would not exceed the amount of \$180,000; and waive the request for proposal process.

Background and Discussion

As part of this year's adopted budget, your Board approved and funded the e-Government project, The Internet Services Delivery Project, focused on direct services to the public through the use of web technology. The project proposes to implement Web-based service for all County services that are amenable to this service modality. Some 565 County services were identified of which some 40 services are targeted for implementation in the first year.

The objectives for eGov project are:

- Provide via the Internet all County government services that are Web-compatible
- Implement over 3-5 years
- eGov becomes the preferred services access and delivery model
- Design and implement a new Web page structure based on "citizen view" and organized around service – not the County department/division legal structure
- Incorporate "portal" technology and an extensive, easily used "search" capability
- Re-engineer County service models to incorporate eGov fully in the ongoing processes and procedures of departments
- Increase the level of automation in County service models and convert current automated systems for Web compatibility

Dhiren Gandhi & Associates Inc. is needed to provide additional support on these projects beyond the level of current ISD staffing. This contractor was hired to produce the first deliverable of this project, the comprehensive inventory of county services that could be provided on the Web. The scope of responsibilities for this contractor includes providing project management oversight for the County's eGov project. In this capacity this contractor will serve as 1 of 2 primary asset holders of this large-scale project. Additional responsibilities of this contractor are project management responsibilities for additional departmentally based technical initiatives.

We recommend retaining Dhiren Gandhi & Associates Inc. services based upon familiarity with this project and County of San Mateo systems coupled with the fact that their 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 one year, from October 17, 2001 through October 16, 2002. The maximum amount payable under the agreement will be \$180,000. Funding for this agreement is included in the ISD 2001-2002 budget.

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 DHIREN GANDHI & ASSOCIATES, INC FOR THE ANALYSIS AND PROGRAMMING SUPPORT FOR THE INTERNET RESEARCH PROJECT AND OTHER WEB BASED TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED \$190,000; 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 an Agreement between the County and Dhiren Gandhi & Associates, Inc., for the analysis and programming support for the Internet Research Project and other Web based technologies, in an amount not to exceed \$190,000;

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

1) that the formal Request for Proposal Process is waived; 2) it is hereby authorized that the President of the Board of Supervisors is 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.

* * * * *

SAN MATEO COUNTY AGREEMENT FOR CONSULTING SERVICES

This Agreement entered this 23rd day of October, 2001, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called "COUNTY" and Dhiren Gandhi & Associates, Inc., 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 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.

2. **Contract Term:** The term of this Agreement shall be from October 17, 2001 to October 16, 2002, unless terminated earlier by the County.

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 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 \$ 190,000.

4. **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.

5. **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 performance of the work of the Agreement as set forth in California Labor Code section 1861.

6. **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.

7. **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.

8. **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 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, marital status, 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 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 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.

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. **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.

15. **Governing Laws** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and the jurisdiction of San Mateo County.

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 Contractor. Further, the liability referenced in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

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

Dhiren Gandhi & Associates, Inc.
Contractor

By  _____
Dhiren Gandhi
Contractor

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 Dhiren Gandhi & Associates, Inc., hereinafter called "Contractor".

I. Description of Services to be Performed by the Contractor

Contractor will provide an experienced Programmer/Analyst named Dhiren Gandhi, for analysis and programming support for the county's internet service projects and other on-going web architectural projects. Contractor will perform the following tasks, but is not limited to:

- ❖ Determining and documenting requirements for county services to County clients and business partners;
- ❖ Formulating technical solutions;
- ❖ Evaluating vendors to perform required services;
- ❖ Development/programming of systems per specifications and standards;
- ❖ Definition Requirements;
- ❖ Other systems analysis/programming tasks as required.

II. Amount and Method of Payment

The contractor shall be paid an hourly wage of \$80.00 for services performed at contractor's location and \$90.00 for services performed at the County's location. Invoices will be mailed monthly and paid within thirty days from the date of receipt. Travel and associated expenses incurred in the performance of this agreement will be invoiced separately.

In no event shall total payment for services under this Agreement exceed the amount of \$190,000.


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. Cancellation Clause The CIO/Director of Technology may terminate this Agreement at any time for any reason by providing notice to Contractor of termination. Termination is

effective on the date specified in the written notice. In any event of termination under this paragraph, Contractor shall be paid for all work satisfactorily performed until termination, except where the CIO/Director of Technology determines that the quantity or quality of the work performed is unacceptable.



Authorized Signature 10/9/2001
Dhiren Gandhi & Associates, Inc. Date

Michael D. Nevin, President Date
Board of Supervisors, County of San Mateo

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Dhiren Gandhi & Associates Inc.,
Contact Person: Dhiren Gandhi
Address: 427 Como Way
Phone Number: (925) 831-8693
Fax Number: (925) 831-1586

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
 Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
 No, the Contractor does not comply.
 The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 9th day of October, 2001 at Redwood City

California
(State)

(City)


Signature

Dhiren Gandhi
Name (Please Print)

President

Title

68-0334567
Contractor Tax Identification Number

SAN MATEO COUNTY
MEMORANDUM

DATE: 10/10/01
TO: Priscilla Harris Morse
FROM: James 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: Dhiren Gandhi & Associates, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:
Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:
1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:
Consulting services for the eGov project

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability	<u>\$ 1m</u>	<input checked="" type="checkbox"/>	_____	_____
Professional Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Workers' Compensation	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS:

Priscilla Morse 10-10-01
Risk Management Signature Date