

County Counsel Review Form

Date: June 6, 2008
 To: Glenn Levy
 From: Patricia Gonzales 599-1564
 Subject: Agreement Review and Approval

Contractor: Jadara Group

Maximum Amount: \$278,710

Rate of Payment: FY 07-08 & 08-09 Budget

No changes on the standard agreement form

The following sections have been changed on the "standard" agreement:

<i>Section No. & Title</i>	<i>Approved As Is</i> <small>[For County Counsel Use Only]</small>	<i>Modifications Required</i> <small>[For County Counsel Use Only]</small>
1.Exhibits	✓	
3.Payments	✓	
4.Term and Termination	✓	
Added 5.Acceptance	✓	
9.Assignability and Subcontracting	✓	
Added 16.Amendments	✓	

Modifications *(Please specify modifications to be made below. Use additional paper if needed.):*

1. Exhibits Added- Attachment 1-Proposed Project Plan

Attachment 2-Proposed Contractor Resource Requirements

Attachment 3-Proposed Subcontractor Resource Requirements

Attachment 4-Proposed County Resource Requirements

3. Payments Deleted- "The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable."

4. Term and Termination Deleted- "subject to availability of funding". Added "Subject to the Contractor's prompt cessation of new or uncompleted work upon receipt of the notice of termination (with the exception that work may be performed to deliver the materials described above in this Section to the County)"

5. Acceptance Added- "5. Acceptance. Acceptance of deliverables is based on mutually agreed on acceptance criteria ("Deliverable Acceptance Criteria") by both parties. The Deliverable Acceptance Criteria shall be defined for each deliverable in a Deliverable Expectation Document (DED), prepared and accepted by the parties before the commencement of work on any deliverable.

The DED details all acceptance criteria and shall be deemed the reference document for deliverable completion and acceptance. Should any deliverable not meet the acceptance criteria, Contractor will re-perform the associated Services at no additional cost to the County until a) the deliverable meets the Deliverable Acceptance Criteria, b) the County elects at its sole discretion to i) have the Services performed by a separate party or ii) perform the Services itself, or c) the County elects to terminate the contract. In the event the County elects (b) or (c) above, Contractor will refund payment for all Services rendered related to the deliverables that do not meet the Deliverable Acceptance Criteria. In any event, should Contractor deliverables not meet the acceptance criteria, HMS "Subcontractor" will not be responsible and all amounts due for Subcontractor acceptable deliverables will be paid as schedule in Exhibit "B".

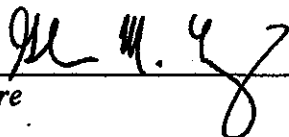
9. Assignability and Subcontracting Added- "Based on the request of the County, Contractor will enter into a subcontract agreement for part of the deliverables contained and described in Exhibit "A". The County certifies that Subcontractor software meets all of its timekeeping requirements including requested modifications. Should any Subcontractor deliverables not meet the acceptance criteria, Contractor will not be responsible and all amounts due for Contractor's acceptable deliverables will be paid as scheduled in the Exhibit "B"."

Added- "other", in "Contractor shall not assign this Agreement or any portion thereof to any other third party or subcontract with any other third party to provide services required by Contractor under this Agreement without the prior written consent of County."

16. Amendments Added- "16. Amendments. The Chief Information Officer or his designee will be authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the Contract term and/or services so long as the modified term of services is/are within the current or revised fiscal provisions."

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described and the notes made in the attached email dated June 13, 2008.



Signature

6/13/08

Date

Glenn Levy - Re: Jadara Contract due Friday 6/13/08

From: Glenn Levy
To: Patricia Gonzales
Subject: Re: Jadara Contract due Friday 6/13/08

Pati-

The changes to the **Agreement** look fine.

The **attachments** look okay to the extent that I can give any input on them. One suggestion would be to put a label at the top of each one that states in caps/underline "ATTACHMENT 1", etc.

I found just a few minor things I'd suggest changing in the **board memo**. The only substantive change is that Risk Management ought to review and approve the agreement. I'm not sure if this has been standard recently, but I've been told by my higher-ups that the memo should state that Risk Management has approved all contracts. I'm attaching a redline and clean version of my suggested edits.

On the **resolution**, I had just a few minor suggestions which are shown in the attached redline. I changed ePMO to EPMO to be consistent with all the other documents we're using. Also, I removed EPMO as an abbreviation since it's only used once. Otherwise, the edits were just suggestions regarding punctuation.

Otherwise, everything looks good. I'm attaching the approval form.

Best for your weekend,
-Glenn

>>> Patricia Gonzales 6/6/2008 1:35 PM >>>

Glenn,

I have made minor additions- Attachments 1-4 (included in a PDF) and revised the payment milestone payment dates/amounts.

I am just going to resend them all. The Memo and Reso have not changed, except for updated dates.

Have a good long weekend. Hope all is well.

Pati

>>> Glenn Levy 5/30/2008 4:34 PM >>>

Pat-

I haven't been able to review all the attachments in full, but assuming you made all the changes listed below, I think this should be in good shape. I'll give you final confirmation on Monday.

Best for your weekend,
-Glenn

>>> Patricia Gonzales 5/28/2008 8:18 PM >>>

Glenn-

Here is our Jadara contract. I have put in your (very helpful) suggested language. I have updated your comments, in blue. The only remaining item for Jadara is to update the Approximate Payment Dates, as they were for the June 3rd BOS meeting. We are trying for the June 17th board date which means I'll turn in the packet on Monday....I know, short notice of course, sorry. Hopefully, this will be the last targeted date. I am sending the agreement to the vendor also for final review, so please let me know if you need anymore information. I am also including a email for the terms and conditions that the vendor had a issues with. I have made the changes you okay'd. I will work on the County Counsel Review Approval Form separately as I want to get this to you asap.

Happy Reading!

We have verified with both Software vendors, that the County does not need to sign the software license agreements, therefore, we will not include them in the contract. Another outstanding question is whether the Subcontractor needs to comply with our County ordinances like equal benefits, domestic partnership, etc. I'm waiting for CMO's answer.

JADARA AGREEMENT

The main body of the agreement looks fine, but I have concerns about Exhibit A. Although it starts of fairly structured, I feel it begins to devolve into more of a consultant-like list of goals and items. The problem is that there isn't enough information provided in relation to some of the steps, especially the later ones. This could be very problematic if there is later a dispute regarding the services they're providing. Below are some general comments regarding this kind of concern...

Page 8 (and others) - I think for each Step, where there is a list of bullet points, the list should be preceded by something like this: "Completion of this step will require, but not be limited to, completion by the Contractor of the following activities:" **Completed Requested by Contractor to removed ",but not limited to,"**

Page 8 (and later) - You've generally ended each activity bullet point with a period. Some omit the period. This should be uniform throughout.**Completed**

Page 9 (and later) - For each Step's deliverables, again I'd recommend introductory language before the bullet points along the following lines: "Completion of this step will be indicated by delivery of the following documents:" **Completed**

Page 9 - Step 2 - Three of the bullet points on this page have no description. As such, they become fairly meaningless. We should include some language about what we expect in these regards. It's important for everyone to know what the expectations are.**Completed**

Page 12 - Again, before the Hardware Recommendations bullet points, I'd add: "The recommendations are as follows:" **Completed**

Page 13 - The same re Training: "Contractor will provide training on the following items:"**Completed**

Page 16(now 17) - I think the bullet list at top should start with a heading like "Notes regarding Summary of Task Hours and Deliverables Table (above):"**Completed**

Pages 16-19(now 17-20)- Starting with "Functionality Requirements by Subcontractor," the document really falls apart. I don't know what the "- Supported" means, and it's not clear to me what this section is talking about. I could assume I know what it means, but a contract cannot be based on assumptions. I think you need to provide more explanation of what's being covered here. **Heading gives more explanation. There's no real simple way to explain this section without a lengthy explanation regarding our 3 custom systems to payroll, billing, etc. If you need a technical explanation, call Tony Yuson at 599-1065.**

EXHIBIT B -

I don't understand why TimeControl software license fees are included in the total cost but not the Primavera License Fees. Is there a reason for this?**The initial reason was to be able to purchase the software (Primavera) before the contract was executed. We had a deadline to receive a big discount, the old version price. Then, Peter in Purchasing told us he wouldn't order it until the contract was completed...makes senses. However, we continued to leave the software purchase separately. Now, our original price for the software has just doubled yesterday. At this point, we are just trying to get the contract agreed on, so we haven't revisited any substantial contract issues.**

Finally, I think we need to have a Board memo drafted before this package can really go to the County Manager. **Included, Chris has already reviewed the Memo.**

Sorry to ask for so much modification, but I think this isn't quite ready for prime time, as they say. I'm glad to help clarify this more next week. I'm afraid the two-days I had to work with this wasn't enough to give it the full attention it needs.

I hope this input is helpful. Don't hesitate to be in touch regarding questions or responses to my comment.

Best for your weekend.

-Glenn

Glenn M. Levy

Deputy County Counsel
San Mateo County Counsel's Office
400 County Center, Sixth Floor
Redwood City, California 94063
TEL 650-363-1965
FAX 650-363-4034
glevy@co.sanmateo.ca.us

>>> Joy Cheechov 5/14/2008 11:23 AM >>>
Hi Glenn:

Pati is out for a few days, and asked if we could send this over to you for review.

Sorry for the last minute on this one, but we would like to take this contract to the Board of Supervisors on June 3. (We would need to have all of the documents to the County Manager's Office on Monday 5/19.)

This contract is for the implementation of an Enterprise Management Office (ePMO), for ISD.

Jadara will be configuring and implementing Primavera software. Jadara will also subcontract a portion of the contract to HMS, for the time keeping portion of the ePMO. HMS will configure and implement TimeControl software to work with Primavera.

May I ask if you've had a chance to review the Software Licences? Would we need to include the Primavera license in the contract, since we are planning to purchase the software through Primavera, and not Jadara? (For TimeControl, we will purchase the software through Jadara.)

Pati amended Section 5: Acceptance, and Section 9: Assignability and Subcontracting. They are highlighted for your review.

Please let me know if a Friday response is doable.

Many, many thanks Glenn!

~Joy

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	JADARA Group	Phone:	(916) 561-0500
Contact Person:	Mohammad Kanaan	Fax:	(916) 561-0700
Address:	2020 Hurley Way, Suite 305 Sacramento, CA 95825		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

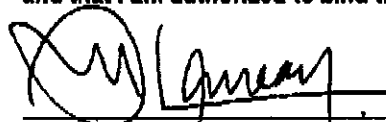
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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.



Signature

March 18, 2008

Date

Mohammad Kanaan

Name

Managing Director

Title

CONTRACT INSURANCE APPROVAL

DATE: April 24, 2008

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Patricia Gonzales

PHONE: 599-1564 FAX: 599-9321 PONY: ISD 120

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

CONTRACTOR NAME: Jadara Group

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Yes

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Design and implementation services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:



 Faiza Steele
 Risk Management Analyst

4/24/08

 Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

MFB
R022 DATE
04-19-2008

PRODUCER
WELLS FARGO OF CA INS SVCS INC/PHS
121733 P: (866) 467-8730 F: (877) 905-0457
PO BOX 33015
SAN ANTONIO TX 78265

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
JADARA GROUP
2020 HURLEY WAY STE 305
SACRAMENTO CA 95825

INSURER A: Hartford Casualty Ins Co
INSURER B: Hartford Ins Co of the Midwest
INSURER C:
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	57 SBA AZ0473	06/18/08	06/18/09	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY	\$2,000,000
					GENERAL AGGREGATE	\$4,000,000
					PRODUCTS - COMP/OP AGG	\$4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	57 SBA AZ0473	06/18/08	06/18/09	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<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 EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57 WEC NZ2259	05/12/08	05/12/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	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
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: A CANCELLATION

County of San Mateo
ISD Third Floor
455 County Center
Redwood City, CA 94063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) 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.

AUTHORIZED REPRESENTATIVE

