

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

I. CONTRACTOR INFORMATION

Contractor Name:	ShellSoft, Inc.	Phone:	408-235-7601
Contact Person:	Rani Kamran	Fax:	408-235-8822
Address:	4655 Old Ironsides Dr, Ste 210 Santa Clara CA 95054		

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)

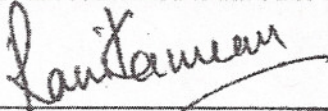
- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ 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

Rani Kamran
Name

Mar 05, 2008
Date

HR Executive
Title

Waiver Request Memo

Date: 7/10/2008
To: County Manager's Office
From: Information Services Department
Subject: Waiver Request

The following waiver and/or modification is being requested:

Equal Benefits Ordinance _____
Non-Discrimination Enforcement Language _____
Extending the contract beyond three years X
Contractor Employee Jury Service Ordinance _____

to amend a contract with ShellSoft, Inc. to provide support and maintenance for a Materials Management Information System in the amount of \$97,536.

This waiver and/or modification is necessary and in the best interest of the County for the following reason(s):

- ☐ Necessary in order to respond to an emergency
- ☐ Sole Source
- ☐ No compliant contractors are capable of providing the goods/service
- ☐ Inconsistent with a grant, subvention or agreement with a public agency
- ☐ Is part of a Cooperative or Joint Purchasing Agreement
- ☒ Other

Included is a detailed explanation of the reason(s) checked above.

In 2003, the Board of Supervisors approved Resolution Number 65835 for the San Mateo Medical Center to enter into an Agreement with Neoforma for the implementation of a Materials Management Information System. In 2007, the County was notified that ShellSoft, Inc. acquired Neoforma. Resolution Number 068867 amended the Agreement to reflect the change in ownership. Towards the end of 2007, the Medical Center reviewed and determined that the current system was not providing adequate response to current business demands and therefore, a new system was needed. The Medical Center requires a Materials Management Information System for their daily procurement functions and inventory needs. Until a new system is identified via the RFP process, we are requesting the Board of Supervisors approve an Amendment authorizing the Purchasing Agent to purchase maintenance and support for this system and to extend the current Agreement for an additional year until a new system is selected. The San Mateo Medical Center hopes to complete the RFP process in December, 2008, and have a new system in place by June 2009.

- ☒ Approved
- ☐ Not Approved

Signing Authority

Date

7-21-08

RECEIVED
JUL 10 2008
COUNTY MANAGER

County Counsel Review Form

Date: July 7, 2008
 To: Glenn Levy
 From: Cyndy Chin – ISD, x3528
 Subject: Amendment Review and Approval

Contractor: ShellSoft, Inc.

Maximum Amount: \$97,536 (Amended increased amount); total amount of the Agreement is amended to \$482,536.

☐ No changes on the standard agreement form

☒ The following sections have been changed on the "standard" agreement: (Reviewing Amendment request – see "Modifications" below)

Section No. & Title	Approved As Is [For County Counsel Use Only]	Modifications Required [For County Counsel Use Only]
Access Agreement – Section 5, 5.1 Term	ok per below	
Access Agreement – Exhibit A Service Fees	ok per below	

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

Access Agreement – Section 5, of the Agreement is amended to read as follows:

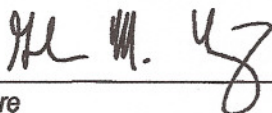
5.1 Term: The term of this Agreement is February 28, 2003 through June 30, 2009.

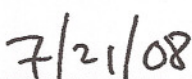
Access Agreement – Exhibit A: Services Fees of the Agreement is amended to read as follows:

Year 6 – Monthly Access Fees \$6,096 (Total Monthly Access Fee) includes ongoing maintenance and support. In no event, shall total payment for services under this Agreement exceed \$482,536.

☐ Approve Amendment/Exhibits/Attachments

☒ Approve Amendment/Exhibits/Attachments with the modifications that have been described (see the attached redline of both documents)


 Signature


 Date

CONTRACT INSURANCE APPROVAL

DATE: 3/24/08

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

FROM:

Cruz

PHONE: X3528

FAX:

PONY:

ISD 348

650/627-9160

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

CONTRACTOR NAME: Shellsoft, Inc.

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: > 100

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Support + maintenance to the Materials Management information system for the San Mateo Med. Ctr.

The following will be completed by Risk Management:

INSURANCE COVERAGE:

Amount

Approve

Waive

Modify

Comprehensive General Liability

\$1mil



Motor Vehicle Liability



Professional Liability



Workers' Compensation

Statutory



REMARKS/COMMENTS:

Faiza Steele

Faiza Steele

Risk Management Analyst

3/24/08

Date

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

03/13/2008

PRODUCER

Y.A. Tittle & Associates Insurance Services
1890 N. Shoreline Blvd., 2nd Floor
Mountain View, CA 94043

Phone No. 650-856-2120

Fax No. 650-856-3971

INSURED

Shell Soft, Inc.
Attn: Vijay Singireddy
4655 Old Ironsides Drive, Suite 210
Santa Clara, CA 95054

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.

COMPANIES AFFORDING COVERAGE

COMPANY

A

Hartford Casualty Insurance Company

COMPANY

B

Houston Casualty Company

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	57SBALE3181	08/07/07	08/07/08	GENERAL AGGREGATE	\$4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG	\$4,000,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$2,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/>				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/>				MED EXP (Any one person)	\$10,000
A	AUTOMOBILE LIABILITY	57SBALE3181	08/07/07	08/07/08	COMBINED SINGLE LIMIT	\$2,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
	<input type="checkbox"/>				EACH ACCIDENT	\$
	<input type="checkbox"/>				AGGREGATE	\$
A	EXCESS LIABILITY	57SBALE3181	08/07/07	08/07/08	EACH OCCURRENCE	\$3,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$3,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECTQ1133	01/29/08	01/29/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
B	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL					
B	OTHER E&O	H7071644	11/02/07	11/02/08	Limit: \$1,000,000	Ded: \$5,000
	BOND-EMPL. THEFT				Limit: \$1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NOTE: 10 DAYS NOTICE OF CANCELLATION WILL BE GIVEN FOR NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

County of San Mateo
225 379th Avenue
San Mateo, CA 94403
Attn: Cyndy Chin

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

