

County Counsel Review Form

Date: February 11, 2009
To: Glenn Levy
From: Patricia Gonzales, x1564
Subject: Amendment Review and Approval

Contractor: SysApproach, Inc.

Maximum Amount: \$238,400

Rate of Payment: Monthly

No changes on the standard agreement form (other than changes already approved re Sections 3 and 10)

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

[Redacted Section]		

Prior Modifications (when Agreement was originally adopted) *(Please specify modifications to be made below. Use additional paper if needed.):*

Modified language to 3. Payments in **bold** below:

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 supervising representative may refuse to sign contractor's time sheets due to the quantity or quality of work performed deemed sub par. As such, the County will not honor invoices by Contractor without a County supervisor-signed time sheet included with the invoice from Contractor.** In no event shall the total payment for services under this Agreement exceed **TWO HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$238,400).**

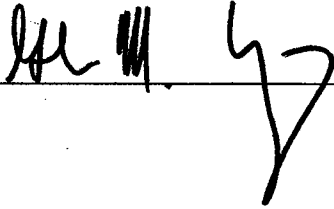
Added language to 10. Termination of Agreement in **bold** below:

Under this Agreement, Contractor will provide a qualified individual who can fill the role and duties outlined in Exhibit A. This individual will be required to submit to a background screening, the County has the right to demand a different individual

without thirty days notice. If the County's demand is not met, then the County has the option to terminate this Agreement without thirty days notice.

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described
in attached redline


Signature

2/11/09
Date

CONTRACT INSURANCE APPROVAL

DATE: 08/19/08

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

FROM: Brian Logan

PHONE: 1564 FAX: 599-9321 PONY: P120

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

CONTRACTOR NAME: Sys Approach, Inc.

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 1

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Database Administration

The following will be completed by Risk Management:

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

REMARKS/COMMENTS:

Faiza Steele
Faiza Steele
Risk Management Analyst

8/28/08
Date

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Policyholder SYSAPPROACH, INC
 Address of policyholder 7750 N MACARTHUR BLVD STE 120 IRVING TX 75063
 Location of operations 2228 CLEARSRING DR S IRVING TX 75063
 Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93-QC-6014-9	Comprehensive Business Liability	07/27/04	07/27/09	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ General Aggregate \$ Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
				Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
				Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
93-QC-6014-9	BUSINESS INSURAN	07/27/04	07/27/09	\$500,000 -\$1 MIL AGGREGATE

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
 COUNTY OF SAN MATEO ISD

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder _____ days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Windell Thomas by Laurie Ruklan
 Signature of Authorized Representative
 Title _____ Date 8-19-08

Agent Name
 Telephone Number WINDELL THOMAS
912-985-5022

Agent's Code Stamp
 Agent Code **W. THOMAS** **43-7255**
FIRE 43
PLANO MAFO **08-F076**

Request For Proposal (RFP)
Waiver Form
(For agreements between \$50,001 and \$100,000)

DATE: September 3, 2008
TO: Michelle Cherie Lopez
FROM: Chris Flatmoe
CONTACT: Brian Logan x 1564 Fax: 599-9321
SUBJECT: Request for Proposal (RFP) Waiver

The Information Services Department is requesting a Request for Proposal (RFP) waiver as specified in Administrative Memorandum B-1. The Agreement is with SysApproach in the amount of \$88,400 for providing Database Administration (DBA) support. This waiver is necessary and is in the best interest of the County for the following reasons:

- Sole Source (since the contractor provides a service that no other contractor provides)
- Necessary in order to respond to an emergency
- Part of a cooperative or Joint Purchasing Agreement
- Contractor was recently selected by another department or public agency to perform similar services after going through a RFP process
- Other

Below (or attached) is a detailed explanation of the reason(s) checked above:

ISD needs a DBA who possesses the right balance of data management skill-set to complement/augment existing DAG members and as such become productive immediately with a minimum learning curve. We have gone to CompuCom innumerable times in the past, reviewing many resumes and had at least five subsequent interviews that failed to meet the County's needs. We continued to engage other vendors in our attempt to find qualified "affordable" DBAs who would also complete their contract term with the County, but to no avail. Given the fact that finding "affordable" DBAs with the right skill-set is one of the most difficult recruitment tasks in IT and since we do not have an exclusive agreement with CompuCom, management has always encouraged staff to "spread the word" to top-notch DBAs they are aware of and inform them of the County's recruitment efforts. In lieu of relying on resumes that may or may not be verifiable as has been the case in the past, through an in-house recommendation, we pursued SysApproach, Inc. and Mark A. Sanchez, a proven senior-level and experienced DBA. Some of the high-priority projects Mark will work on include: EPMO, CJIS, and HSA-related projects. It is for this reason that we would like to work directly with SysApproach, Inc. to provide DBA support.

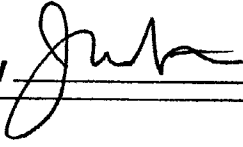
Note: RFP waivers for contracts \$100,001 and above require Board of Supervisors approval.

For completion by signing authority

Approved

Denied

Signing Authority



Date

9-4-08

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

I. CONTRACTOR INFORMATION

Contractor Name:	<u>Sys Approach, Inc.</u>	Phone:	<u>214-316-2252</u>
Contact Person:	<u>Mark Sanchez</u>	Fax:	<u>214-614-4781</u>
Address:	<u>7750 N. MACARTHUR BLVD #120-211 IRVING, TX 75063</u>		

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.

Mark A. Sanchez
Signature

Mark Sanchez
Name

8/20/2008
Date

Title