

County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Vignette Inc	Phone:	888-608-9960
Contact Person:	RANDAL CASTRO	Fax:	512-741-1537
Address:	1301 MOPAC Expressway AUSTIN, TX 78746		

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)

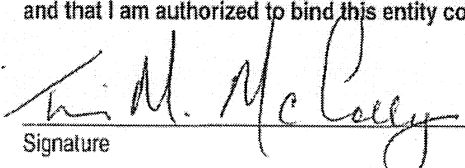
- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.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

10/3/07
Date

Tina M. McColly
Staff Counsel

Name
Title

County Counsel Review Form

Date: 10/9/07
To: Judith Holiber
From: Joy Cheechov, ext. 4550
Subject: Vignette Agreement Review and Approval

Contractor: Vignette Corporation

Maximum Amount: \$177,800

Rate of Payment: Net 30

☐ No changes on the standard agreement form

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

<i>Section No. & Title</i>	<i>Approved As Is</i> <i>[For County Counsel Use Only]</i>	<i>Modifications Required</i> <i>[For County Counsel Use Only]</i>
Section 1: Exhibits and Attachments		
Section 3: Payments		
Section 10: Compliance with Laws; Payment of Permits/Licenses		

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

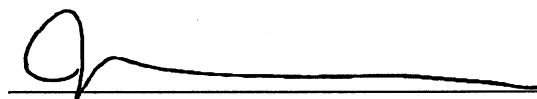
Section 1: Exhibits and Attachments – Removed Attachment H – HIPAA, and 504 Compliance Section

Section 3: Payments – Deleted the word "unacceptable" and added "The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unsatisfactory".

Section 10: Compliance with Laws; Payment of Permits/Licenses – Deleted "and Section 504 of the Rehabilitation Act of 1973, as amended and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance."

☐ Approve Agreement/Exhibits/Attachments

X Approve Agreement/Exhibits/Attachments with the modifications that have been described


Signature

10/12/07
Date

CONTRACT INSURANCE APPROVAL

DATE: 10/1/07

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

FROM: Joy Cheechov

PHONE: 4550 FAX: 363-7800 PONY: ISD120

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

CONTRACTOR NAME: Vignette Corporation

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Professional Services to implement, install, and configure Vignette Software

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount Approve	Waive	Modify
Comprehensive General Liability	\$1 mil <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	Self-insuring <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
Risk Management Analyst

10/2/07
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BV
VIGNE-1
DATE (MM/DD/YYYY)
12/28/06

PRODUCER

Frost Insurance - Austin
401 Congress Ave. Ste 1400
Austin TX 78701
Phone: 512-473-4520 Fax: 512-473-4555

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

NAIC #

INSURED

Vignette Corporation
Attn: Lisa Maddry-Lyons
1301 S MoPac Expwy Suite 100
Austin TX 78746

INSURER A: St. Paul Fire & Marine

INSURER B:

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 ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TE09103336	12/03/06	12/03/07	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	TE09103336	12/03/06	12/03/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<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 \$
A	EXCESS/UMBRELLA LIABILITY	TE09103336	12/03/06	12/03/07	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA9109145	12/03/06	12/03/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

Insured Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE 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

