

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

**I. CONTRACTOR INFORMATION**

Contractor Name:	CompuCom Systems	Phone:	425.974.6455
Contact Person:	Greg Welch	Fax:	425.974.2001
Address:	1756 114 <sup>th</sup> Ave SE Bellevue, WA 98004		

**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)**

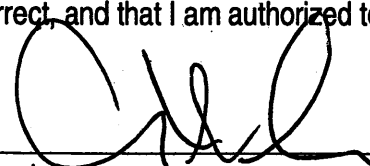
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- 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  
 8/20/09 Vice President  
 \_\_\_\_\_  
 Date Title

Greg Welch  
 \_\_\_\_\_  
 Name

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

STEVE BUCHANAN

Name of 504 Person - Type or Print

COMPUCOM SYSTEMS, INC.

Name of Contractor(s) - Type or Print

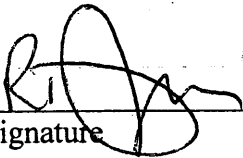
7171 FOREST LANE

Street Address or P.O. Box

DALLAS, TX 75230

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

  
Signature

PRESIDENT, APPLICATION SERVICES  
Title of Authorized Official

11/17/08  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP – Intellectual Property Rights**

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

**County Counsel Review Form**

Date: November 17, 2008  
To: Glenn Levy  
From: Jim Beaumont  
Subject: Agreement Review and Approval

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Contractor: CompuCom Systems, Inc

Maximum Amount: \$3,500,000

Rate of Payment: variable, as invoiced, for actual hours worked

No changes on the standard agreement form

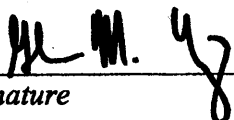
The following sections have been changed on the "standard" agreement:

<i>Section No. &amp; Title</i>	<i>Approved As Is [For County Counsel Use Only]</i>	<i>Modifications Required [For County Counsel Use Only]</i>
1. Exhibits and Attachments		
7. Hold Harmless		
8. Limitation of Liability		

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

Approve Agreement/Exhibits/Attachments

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

  
\_\_\_\_\_  
Signature

11/19/08  
\_\_\_\_\_  
Date

**CONTRACT INSURANCE APPROVAL**

DATE: November 17, 2008  
TO: Faiza Steele FAX: 363-4864 PONY: HRD 163  
FROM: Jim Beaumont, Resource Manager, Information Services Department  
PHONE: 363-4967 FAX: 363-7800 PONY: ISD120

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

CONTRACTOR NAME: **CompuCom Systems, Inc.**

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: **2,000+**

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: **Referral of potential consultant contractors**

**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	\$ 1mil	<input checked="" type="checkbox"/>	<input 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

11/20/08  
Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2008

**PRODUCER**  
Aon Risk Services Central, Inc.  
fka Aon Risk Services, Inc. of PA  
One Liberty Place  
1650 Market Street  
Suite 1000  
Philadelphia PA 19103 USA  
PHONE-(866) 283-7122 FAX-(847) 953-5390

**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.**

**INSURED**  
CompuCom Systems, Inc.  
7171 Forest Lane  
Dallas TX 75230 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	St Paul Fire & Marine Insurance Co.	24767
INSURER B:	Travelers Property Cas Co of America	25674
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. **LIMITS SHOWN ARE AS REQUESTED**

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TE02902675 08-09 Package	08/20/08	08/20/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	TE02902675 08-09 Travelers Package MA02900088 08-09 MA Auto TE02902676 08-09 Auto VA	08/20/08	08/20/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A				08/20/08	08/20/09	BODILY INJURY (Per person)	
A				08/20/08	08/20/09	BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		<b>EXCESS /UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	TE02902675	08/20/08	08/20/09	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HC2JUB5351M495 08 08-09 WC	08/20/08	08/20/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		<b>OTHER</b> Misc E&O Cvg	TE02902675 08-09 E&O	08/20/08	08/20/09	E&O Occurrence	\$5,000,000
						E&O Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Workers Compensation included except for Monopolistic states of ND, OH, WA, WV, and WY.

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF SAN MATEO INFORMATION SERVICES DEPARTMENT ATTN: MARYANNE CARBONI 455 COUNTY CENTER REDWOOD CITY CA 94063 USA	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 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: <i>Aon Risk Services Central, Inc.</i>

Holder Identifier: 570030635050 Certificate No: 570030635050