

EXHIBIT A - SERVICES**AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY)
AND STRATEGIC STAFFING SOLUTIONS (CONTRACTOR)**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. SCOPE OF WORK

Strategic Staffing Solutions will provide quality staffing services and support for IT contingency staffing to the County of San Mateo's Information Services Department by employing a series of sourcing, recruiting, management, and retention best practices. Services will be delivered utilizing Contractor' highly specialized and unique recruitment, account management and retention model.

Upon receipt of new requisitions from the County during normal business hours, or, if outside of normal business hours, beginning with the next business day:

- 1) Account managers will contact the County hiring manager/contact within 90 minutes of receiving a request to qualify each requirement and immediately enter the position into Strategic Staffing Solutions' EZAccess database.
- 2) Upon acceptance of a comprehensive job description, a dedicated team of recruiters and internet sourcers will immediately be alerted and begin sourcing and searching the databases and screen, interview, reference check and qualify candidates. A minimum of 2 managerial references will be checked for each person presented.
- 3) Upon identifying resources and getting their approval to present their qualifications to the County, their resume will be submitted to the County. Up to 3 resumes per position will be presented within 2 business days.
- 4) If there is a challenge in finding someone within the first business day, the County hiring manager/contact will be notified to see if alternative skills are acceptable. If someone cannot be identified within 2 business days, the County hiring manager/contact will be notified and provided with the expected date on which they will receive a referral(s).
- 5) At the request of the hiring manager, Contractor will perform skills testing utilizing Prove IT or Brain Bench testing services within 2 business days of the request.
- 6) Contractor will follow up on submittals made to the County within 1 business day. Contractor will coordinate all interview activity between the candidate and manager.
- 7) Upon confirmation of the intent to interview a candidate, Contractor will initiate a criminal background check and drug testing. Criminal background and drug tests can take up to 5 days to process as long as no adverse information is found. If Contractor has already completed criminal background and drug tests within a 12-month period on candidates it presents to the County and results reported by the screening agencies "meets policy," Contractor will not need to initiate another background check, thereby decreasing the time to hire process.

- 8) Upon completion of the interview, Contractor will follow up with the manager within 1 business day.
- 9) Upon selection by the County of a candidate submitted by Contractor, the parties will execute a Schedule A document denoting the candidate's name, position title, assignment date, expected duration of assignment, work description, agreed upon hourly rate for the services (not to exceed the position/experience rate included in Exhibit B), and any other such information as necessary for the County or Contractor to process, track and account for the assignment.
- 10) Upon the contractor starting the assignment, Contractor will check in with the manager and the contractor within 2 hours of his/her starting time.
- 11) When issues arise, the account manager will notify Contractor's Service Delivery Manager within one hour of receipt and a discussion will take place between the Service Delivery Manager and the service team member involved. Should resolution not be attained within 2 business days, the issue will be escalated to the VP of Staffing Operations.
- 12) Contractor will track its performance monthly and provide monthly progress/performance metrics reports to the County by the 15th of each month for the previous month's activity.
- 13) Contractor will monitor the contractor's performance through monthly meetings, emails and calls with both the contractor and manager.
- 14) Contractor will ensure status reports are provided by its consultants monthly and project documentation is completed as required by the County.
- 15) Contractor will request performance reviews from the County managers during the 4th week and at the 6 month mark.
- 16) Contractor will pay its contractors on a weekly basis to ensure contractor satisfaction and retention.
- 17) Contractor will invoice the County on a biweekly basis.

Strategic Staffing Solutions will comply with all local, state, and federal requirements. Strategic Staffing Solutions practices strict adherence to federal (FLSA/DOL) and state overtime pay rules. Strategic Staffing Solutions will offer a 3 day guarantee on each person placed.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY)
AND STRATEGIC STAFFING SOLUTIONS (CONTRACTOR)

In consideration of the services provided by Contractor in Exhibit “A”, County shall pay Contractor based on the following fee schedule:

1. SCHEDULE OF CHARGES.

Listed below are professional/technical contract staff services that may be requested by the County of San Mateo. The rate listed is the maximum rate for the job classification and experience noted. Rates are applicable to all worked hours from 7:00 A.M. to 7:00 P.M., 7 days per week, unless otherwise noted and agreed to in a specific engagement’s Schedule A.

	Performance Level and Experience =>	SENIOR CONSULTANT 3 to 5 yrs. Experience	PRINCIPAL CONSULTANT More than 5 yrs. Experience
Job Description/Classification			
Analyst – Business		60.50	71.25
Analyst – Financial		53.75	60.50
Analyst – Technical		60.50	70.03
Analyst – Re-engineering		67.25	76.75
Analyst – Risk Assessment		67.25	71.50
Architecture Planning & Assessment – Business		80.75	86.05
Architecture Planning & Assessment – Information/Data		80.75	86.05
Architecture Planning & Assessment – Security		84.00	89.95
Architecture Planning & Assessment – Technical		80.65	85.95
Data Administration		74.05	83.03
Data Warehouse		74.05	85.20
Data Warehouse Reporting -			
Business Intelligence/Cross-function analytics		74.05	85.20
Database – MS Access		67.25	71.20
Database – DB2		72.15	77.75
Database – Oracle		80.50	86.00
Database – MS SQL		74.05	77.75
Database – Design/Architect		86.10	93.05

Desktop – Application (Design & Development)	60.50	71.20
Desktop – Operation System	33.50	40.25
Desktop – Security	59.75	68.20
Desktop – Support	33.25	40.25
Documentation Specialist	53.15	60.25
E-Business Specialist - Business Integration/Middleware	71.25	77.65
E-Commerce Specialist - Application Integration/Online transaction development	71.25	77.65
Facilitation	55.05	65.05
Mainframe/Mid-Range - Operating System	60.30	70.20
Mainframe/Mid-Range – Operations	60.30	70.20
Mainframe/Mid-Range – Security	67.25	77.50
Mainframe/Mid-Range – Support	59.75	63.05
Modeling – Business	74.05	77.75
Modeling – Data	74.05	77.75
Modeling – Event	67.08	71.02
Modeling – Location	67.00	71.02
Modeling – Process	74.05	77.75
Network (Data, Video, Voice) Applications (Design & Development)	73.05	79.06
Network (Data, Video, Voice) – LAN/WAN Internet Support	47.05	53.00
Network (Data, Video, Voice) – Network / Telecommunications	47.05	53.05
Network (Data, Video, Voice) – Operation System	47.10	53.05
Network (Data, Video, Voice) – Operations	47.10	53.05
Network (Data, Video, Voice) – Security	72.15	80.10
Network (Data, Video, Voice) – Support	47.05	53.05
Network (Data, Video, Voice) – Voice over IP/IP Telephony	74.05	85.45
Programmer/Developer - Java/JSP/Servlets/XSLT	72.15	85.80
Programmer/Developer - .NET/ASP/Visual Basic	72.15	85.90
Programmer/Developer - JCL/UNIX/C++	67.25	82.25
Project Management	68.25	78.35
Quality Assurance	56.10	63.05
Server – Application (Design & Development)	67.25	71.25
Server – Operating System	60.50	63.90
Server – Security	62.10	70.45

Server – Support	51.00	55.10
Technical Writer	55.00	60.85
Testing - System Tester/HP LoadRunner	53.50	58.50
Training – Courseware Development	52.10	58.25
Training – Course Design	52.10	58.25
Training – E-Learning Course Development	55.35	59.95
Training – Instructor – Led	58.25	63.05
Web Content Management – Metadata/Data Classification	59.45	69.45
E-Business Specialist – Business Integration, Middleware	69.86	78.05
E-Commerce Specialist	64.40	77.95
Web Site Security Consultant	73.25	86.20
Web Applications Specialist – Java/JSP/Servlets	74.02	87.10
Web Applications Specialist - .NET/ASP	74.02	87.10
Web Design & Development – HTML/XML/DHTML CSS Javascript	59.40	62.95
Web Designer & Developer - Graphics artist/GUI Design/XML/CSS/ DHTML/HTML/Javascript/STRUTS	59.40	67.25
Web Security & Accessibility - Security/ADA/Section 508 Compliance	72.35	85.20

Contractor will invoice on a bi-weekly basis to conform to the County’s payroll cycle. The County will submit payment within thirty (30) days of receipt of invoice.

In no event shall the total payment for services under this Agreement exceed \$4,500,000.00. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

The County agrees that the Information Services Department will not hire as County staff any Strategic Staffing Solutions placed candidate within the first six months of an engagement.

County Counsel Review Form

Date: 12/24/09
 To: Glenn Levy
 From: Patricia Gonzales, ISD x1564
 Subject: Amendment Review and Approval

Contractor: Strategic Staffing Solutions

Maximum Amount: \$4,500,000

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. & 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		

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

1. **Added-** Schedule A – Statement of Agreement for Individual Consultant Engagement.

Approve Agreement/Exhibits/Attachments

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



 Signature for 1/22/10
Glenn Levy Date

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

I. CONTRACTOR INFORMATION

Contractor Name:	Strategic Staffing Solutions	Phone:	650-358-0596
Contact Person:	Tammy Buckley	Fax:	650-358-0812
Address:	1700 South Amphlett #205 San Mateo, CA 94402		

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)

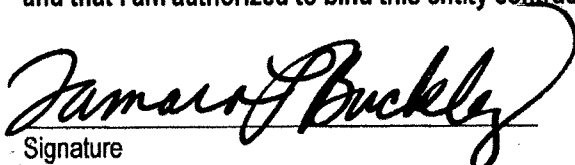
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.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

Tamara L. Buckley
Name

11-17-08
Date

Director
Title

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: **Strategic Staffing Solutions**

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)
10/19/2009

PRODUCER (248)471-0970 FAX (248)471-0641
Griffin, Smalley and Wilkerson, Inc.
37000 Grand River Avenue
PO Box 2999
Farmington Hills, MI 48333-2999

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 Strategic Staffing Solutions, LC
and its affiliates
645 Griswold, Suite 2900
Detroit, MI 48226

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Chubb Group of Ins Companies	12777
INSURER B: Maxum Indemnity	
INSURER C: American Home Assurance	
INSURER D: Hartford Insurance	
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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	35795168	10/19/2009	10/19/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> Cross Liability				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	73524171	10/19/2009	10/19/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" 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 (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	79832576	10/19/2009	10/19/2010	EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	35WEIL8986	10/19/2009	10/19/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		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
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Crime	68018136	10/19/2009	10/19/2010	Employee Dishonesty: 5,000,000
		Errors & Omissions	35795168	10/19/2009	10/19/2010	E & O: 5,000,000

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

CERTIFICATEHOLDER

County of San Mateo
Information Services Dept
455 County Center
Redwood City, CA

CANCELLATION

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Terry Griffin/AJP

TG Griffin

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.

Tamara L. Buckley

Name of 504 Person - Type or Print

Strategic Staffing Solutions

Name of Contractor(s) - Type or Print

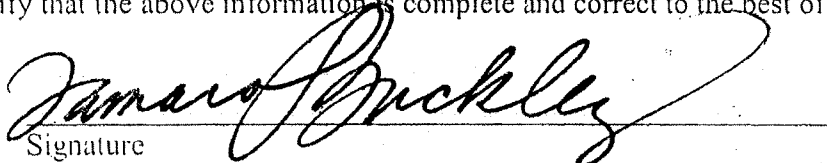
1700 South Amphlett, Suite #205

Street Address or P.O. Box

San Mateo, CA 94402

City, State, Zip Code

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


Signature

Director

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."

EXHIBIT A - SERVICES

AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY) AND COMPUCOM SYSTEMS, INC. (COMPUCOM)

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. SCOPE OF WORK

CompuCom will employ a series of recruiting, management, and retention best practices that will deliver world-class service and support for contingency staffing to the San Mateo County Information Services Department.

This includes the following:

1. As new requisitions are received within normal business hours, Account Managers will email an acknowledgement within 90 minutes, or within 90 minutes on the next business day for requests received outside of normal business hours.
2. CompuCom will contact the County hiring manager/contact within two (2) hours of sending the acknowledgement to clarify project and business objectives and all necessary and specific skills and qualifications.
3. CompuCom will immediately enter job descriptions into the tracking system, and recruiters will be alerted to the new requisition. Unique candidate profiles will be created for each request. This profile will be used for resourcing and screening of candidates.
4. A flexible screening process to qualify candidates will be used. This includes:
 - a. Administrative screening to initiate the process.
 - b. An applicant tracking system will search the database screens for candidates.
 - c. Contractor will initially screen the candidate by telephone.
 - d. A recruiting skill-set specialist will interview the candidate.
 - e. Industry and subject matter experts will screen candidates for technical expertise.
 - f. On-line testing tools may be used based upon the hiring manager's preferences.
 - g. Contractor will initiate performance-based reference checking.
Any additional background checking and screening as required by the hiring manager.
5. CompuCom will initiate a criminal background check as soon as the CompuCom recruiter has decided to present a specific candidate to the County. Criminal background checks typically require 1-7 days to process. CompuCom will withdraw candidates from consideration in cases where material criminal background issues have been identified. CompuCom recruiters will verify during the candidate assessment process that the candidates have proper authorization to work on the assignment.
6. CompuCom will submit two (2) qualified candidates to the County within two (2) business

days. The target for this metric is a minimum of 80% compliance. If CompuCom is unable to meet this requirement, the County hiring manager/contact will be notified by the end of the first business day with an updated estimated time on when the County can expect candidates.

7. Submission of candidates by CompuCom to the County will include a minimum of a candidate resume, plus the results of any skill tests requested by the County and previous performance evaluations if requested.
8. For all candidates selected by the County for interview (either face-to-face or by phone) CompuCom will confirm all relevant interview information with the County and the candidate via email.
9. Upon selection by the County of a candidate submitted by CompuCom, the parties will execute a Schedule A document denoting the candidate's name, position title, assignment date, expected duration of assignment, work description, agreed upon hourly rate for the services (not to exceed the position/experience rate included in Exhibit B), and any other such information as necessary for the County or CompuCom to process, track and account for the assignment.
10. Upon the consultant starting the assignment, CompuCom will check in with the manager and the contractor within 2 hours of his/her starting time.
11. CompuCom's Resource Managers will proactively monitor the consultant's performance through an initial meeting with the placed candidate within the first two (2) weeks of the engagement, monthly one-on-one meetings and weekly email contact. The Resource Manager will communicate back to the County hiring manager regarding the specifics of these contacts.
12. When issues evolve, the Account Manager will notify the consultant within one hour of receipt and a discussion will take place between the Account Manager and the consultant involved. Should resolution not be attained within 2 business days, the issue will be escalated to the Vice President of Application Services.
13. CompuCom will track its performance monthly and provide monthly progress/performance metrics reports to the County by the 15th of each month for the previous month's activity.
14. CompuCom will ensure status reports are provided by its consultants monthly and project documentation is completed as required by the County.
15. In addition, CompuCom will request performance reviews from County managers during the fourth week and at sixth month intervals throughout the duration of the consultant's assignment

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

EXHIBIT B – PAYMENTS AND RATES

AGREEMENT BETWEEN COUNTY OF SAN MATEO (COUNTY) AND COMPUCOM SYSTEMS, INC.

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	Performance Level and Experience =>	SENIOR CONSULTANT 3 to 5 yrs. Experience	PRINCIPAL CONSULTANT More than 5 yrs. Experience
Job Description/Classification			
Analyst – Business		60.02	68.87
Analyst – Financial		54.03	63.02
Analyst – Technical		63.02	72.31
Analyst – Re-engineering		63.02	72.31
Analyst – Risk Assessment		63.02	72.31
Architecture Planning & Assessment – Business		63.02	72.31
Architecture Planning & Assessment – Information/Data		72.31	80.90
Architecture Planning & Assessment – Security		85.37	93.69
Architecture Planning & Assessment – Technical		72.31	80.90
Data Administration		68.87	77.05
Data Warehouse		77.05	85.37
Data Warehouse Reporting - Business Intelligence/Cross-function analytics		59.38	63.02
Database – MS Access		63.02	72.31
Database – DB2		72.31	80.90
Database – Oracle		85.37	93.69

Database – MS SQL	77.05	85.37
Database – Design/Architect	85.37	93.69
Desktop – Application (Design & Development)	54.03	63.02
Desktop – Operation System	36.05	41.84
Desktop – Security	54.03	63.02
Desktop – Support	36.65	48.73
Documentation Specialist	51.17	59.43
E-Business Specialist - Business Integration/Middleware	68.87	77.05
E-Commerce Specialist - Application Integration/Online transaction development	63.02	72.31
Facilitation	N/A	N/A
Mainframe/Mid-Range - Operating System	60.02	68.87
Mainframe/Mid-Range – Operations	54.03	63.02
Mainframe/Mid-Range – Security	54.03	72.31
Mainframe/Mid-Range – Support	51.17	59.43
Modeling – Business	72.31	80.90
Modeling – Data	72.31	80.90
Modeling – Event	59.38	72.31
Modeling – Location	59.38	72.31
Modeling – Process	59.38	72.31
Network (Data, Video, Voice) Applications (Design & Development)	68.87	77.05
Network (Data, Video, Voice) – LAN/WAN Internet Support	45.03	50.45
Network (Data, Video, Voice) – Network / Telecommunications	45.03	50.45
Network (Data, Video, Voice) – Operation System	45.03	50.45
Network (Data, Video, Voice) – Operations	45.03	50.45
Network (Data, Video, Voice) – Security	77.05	85.37
Network (Data, Video, Voice) – Support	45.03	50.45
Network (Data, Video, Voice) – Voice over IP/IP Telephony	72.31	80.90
Programmer/Developer - Java/JSP/Servlets/XSLT	85.37	93.69
Programmer/Developer - .NET/ASP/Visual Basic	85.37	93.69
Programmer/Developer - JCL/UNIX/C++	85.37	93.69

Project Management	77.05	85.37
Quality Assurance	50.45	54.81
Server – Application (Design & Development)	59.38	72.31
Server – Operating System	45.03	51.17
Server – Security	59.38	72.31
Server – Support	37.87	45.03
Technical Writer	45.03	51.17
Testing - System Tester/HP LoadRunner	50.45	54.81
Training – Courseware Development	N/A	N/A
Training – Course Design	N/A	N/A
Training – E-Learning Course Development	N/A	N/A
Training – Instructor – Led	N/A	N/A
Web Content Management – Metadata/Data Classification	51.17	59.38
E-Business Specialist – Business Integration, Middleware	59.48	72.31
E-Commerce Specialist	59.48	72.31
Web Site Security Consultant	80.90	89.64
Web Applications Specialist – Java/JSP/Servlets	80.90	89.64
Web Applications Specialist - .NET/ASP	59.48	72.31
Web Design & Development – HTML/XML/DHTML CSS Javascript	51.17	59.38
Web Designer & Developer - Graphics artist/GUI Design/XML/CSS/ DHTML/HTML/Javascript/STRUTS	77.05	85.37
Web Security & Accessibility - Security/ADA/Section 508 Compliance	77.05	85.37

Contractor will invoice on a bi-weekly basis to conform to the County's payroll cycle. The County will submit payment within thirty (30) days of receipt of invoice.

In no event shall the total payment for services under this Agreement exceed \$4,500,000.00. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

The County agrees that the Information Services Department will not hire as County staff any CompuCom placed candidate within the first six months of an engagement.

County Counsel Review Form

Date: 12/24/09
 To: Glenn Levy
 From: Patricia Gonzales, ISD x1564
 Subject: Amendment Review and Approval

Contractor: Compucom Systems

Maximum Amount: \$4,500,000

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:

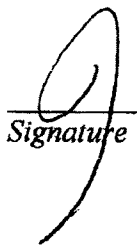
<i>Section No. & Title</i>	<i>Approved As Is [For County Counsel Use Only]</i>	<i>Modifications Required [For County Counsel Use Only]</i>
1. Exhibits and Attachments		
7. Hold Harmless		
8. Limitation of Liability		

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

- 1. **Added**- Schedule A – Statement of Agreement for Individual Consultant Engagement.
- 7. Contractor (**added**) and County shall indemnify and save harmless County,...
- 8. **Added** – Limitation of Liability – Neither Party will be liable for indirect, special or consequential damages (including loss of profits) of any kind even if advised of the possibility of such damages. Each party's liability hereunder for any claim for damages, regardless of the form of action, shall not exceed the owed Contractor under this Agreement.

Approve Agreement/Exhibits/Attachments

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


for
1/22/10

 Signature Glenn Levy 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2009

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
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		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TE02902801 09-10 General Liability	08/20/2009	08/20/2010	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		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp Deductible :\$500 <input checked="" type="checkbox"/> Collision Deductible: \$500	TE02902801 09-10 Travelers Auto	08/20/2009	08/20/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A			MA02900088 09-10 MA Auto	08/20/2009	08/20/2010	BODILY INJURY (Per person)	
A			TE02902802 09-10 VA Auto	08/20/2009	08/20/2010	BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
						AUTO ONLY - EA ACCIDENT	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY : EA ACC AGG	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	TE02902801 09-10 Travelers Umbrella	08/20/2009	08/20/2010	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	HC2JUB5351M49509 09-10 WC AOS	08/20/2009	08/20/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B			HRJUB117D171A 09 09-10 WC AZ, MA, OR, WY	08/20/2009	08/20/2010	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		OTHER Misc E&O Cvg	TE02902801 09-10 E&O	08/20/2009	08/20/2010	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

Aon Risk Services Central, Inc.

Holder Identifier :

570035837516

Certificate No :

**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 114th 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)

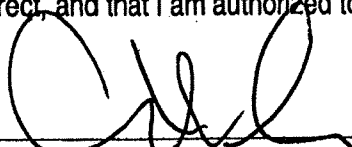
- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.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

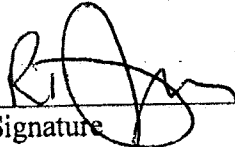
7171 FOREST LANE

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."