

**AMENDMENT NO. 5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMPUCOM SYSTEMS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COMPUCOM SYSTEMS, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement, dated December 9, 2008, for the purpose of providing contingency staffing services; and

WHEREAS, the parties wish to amend the Agreement to add up to SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000), for a new total maximum obligation of FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$5,750,000).

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Paragraph 3, Payments, of the Agreement is amended as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FIVE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$5,750,000).

- 1a. Paragraph 3 on page 3 of Exhibit B to the Agreement, Payments and Rates, as revised on February 15, 2011, is amended as follows:

In no event shall the total payment for the services under this Agreement exceed \$5,750,000. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

2. All other terms and conditions of the Agreement dated December 9, 2008, between the County and Contractor, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

COMPUCOM SYSTEMS, INC.

Contractor's Signature

Date: _____

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.

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		60.02	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
Deployment Specialist- CA Service Desk Plus	86.25	93.75
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
Healthcare Application	104.63	119.01
Healthcare Application- Siemens	115.95	133.56
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 \$5,750,000.00. 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.