

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMPUCOM SYSTEMS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2015, 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 for professional services of an IT Service Management (ITSM) System Administrator on September 10, 2014, and

WHEREAS, the parties executed an amendment on March 24, 2015 to extend the end term date to June 30, 2015, and

WHEREAS, the parties wish to amend the Agreement to extend the end term date to April 30, 2016, and to increase the amount by \$138,873, to an amount not to exceed \$238,713.

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

1. Section 3. Payments of the agreement is amended to read 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. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable after written notice to Contractor and Contractor's failure to cure the unacceptable work within thirty (30) days after receipt of said written notice. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Thirty Eight Thousand Seven Hundred Thirteen Dollars. (\$238,713).

2. Section 4. Term and Termination of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15, 2014, through April 30, 2016.



This Agreement may be terminated by Contractor, the Chief Information Officer, or his/her designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided and incurred expenses previously approved by County up to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Original Exhibit B is replaced with Revised Exhibit B. (rev. June 16, 2015).

• **Pricing/Fees:**

(A) **Professional Services \$238,713**

Total not to exceed: \$238,713

County shall pay Contractor at the rate of \$130.00 per hour.

(B) **Pricing Assumptions/Conditions**

The services described in this agreement will be performed in accordance with the deliverables; roles and responsibilities defined in this document on a time and materials basis and are invoiced on the last day of the month in arrears for all hours worked in the previous month. Invoices will be due thirty (30) days from County's receipt of the invoice.

The resource provided for by Contractor under this agreement is a Contractor Professional Services resource and is not available for hire by the County.

Contractor's System Administrator will work remotely to deliver the services for approximately Ninety six (96) hours a month. Upon signature a mutually agreed upon schedule will be established targeting twenty four (24) hours a week.

If more than ninety six (96) hours of Administrative services are required in any calendar month during the term then a Change Order must be requested for additional hours to support the specific request.

Service pricing is valid during normal business hours of 8 am through 5 pm local time, based on County location Monday through Friday excluding holidays. Any hours worked outside these normal business hours will be invoiced at 1.5 times the hourly rate and will be tracked separately. All overtime will require approval by County and Contractor and require pre-notification and planning. This time is classified as any time spent on a weekends or which total weekly hours exceed 40



working hours during one Monday through Friday period.

All prices are in U.S. dollars and exclusive of taxes.

The pricing set forth in this agreement shall be available for acceptance by the County through July 1, 2015 ("Validity Period"). Contractor reserves the right to adjust the pricing and/or the schedule set forth herein if this agreement is not executed by the County and returned to Contractor before the expiration of the Validity Period.

County acknowledges that its failure or delay in furnishing the necessary information or access to personal or facilities, or any other delays or failures in performing its obligations under this agreement, or a delay caused by any third party vendor performing services for the County in connection with the project under this agreement, will be considered the County's responsibility if it affects Contractor's ability to deliver these Services as projected.

Contractor will not be responsible for the County's delays.

The scope of services is defined within the Contractor Services section. If additional work is necessary it can be included for an additional fee.

(C) Expenses

Expenses excluded. The fees specified above do not include expenses. No travel is anticipated. Contractor is to provide services remotely.

• **Invoicing:**

The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of work performed during the billing cycle.

Each invoice will include the following:

- Date of invoice
- Reference dates for hours billed
- Agreement Number
- Purchase Order Number
- Number of hours billed
- Total amount of invoice

Invoice can be submitted through either method below:

Mail to: County of San Mateo
Information Services Department
Attn: Accounts Payable
455 County Center, 3rd Floor
Redwood City, CA 94063

Email to: ISD-Vendor-Invoices@smcgov.org



- **Changes to Scope of Work:**

Any changes to the scope of Services shall be requested and approved using the Change Order Form in Appendix A.

This Agreement shall be considered fully executed and binding when authorized representatives of both parties have signed and dated below. The parties agree that this Statement of Work may be executed in counterparts and/or through signatures transmitted by facsimile or electronic image and that a facsimile or electronic image of this Statement of Work or a counterpart thereof shall be deemed an original for all purposes. This Statement of Work must be accompanied by a valid County Purchase Order matching the Service Charges to be fully in effect.

Any additional billable services and scope of work not included in Exhibits A and B must be mutually negotiated and approved by executing a mutually-agreed upon County Amendment before additional services are to be provided.

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

4. **All other terms and conditions of the agreement dated September 10, 2014, between the County and Contractor 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

ATTEST:

By: _____
Clerk of Said Board

COMPUCOM SYSTEMS, INC.

John Carmain
Contractor's Signature

Date: 5/26/2015

