

## **PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

**For**

### **SUPPLY AND DELIVERY OF INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES**

**COMMONWEALTH OF PENNSYLVANIA CONTRACT #4600007198**

Between

Computer Aid, Inc. (CAI)

[hereinafter "Contractor"]

and

State of Arkansas

[hereinafter "Participating State"]

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#### **1. Scope**

This Addendum covers the purchase and maintenance of Information Technology Staff Augmentation Services Contract lead by the Commonwealth of Pennsylvania for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

#### **2. Participation**

All eligible purchasers within the State of Arkansas including local public procurement units are authorized to purchase services under the terms and conditions of this agreement.

Statement of Work (SOW): All statements of work issued by purchasing entities within the jurisdiction of this Participating Addendum shall include a reference to denote contract number 4600007198 for work order tracking purposes. All purchasing entities issuing valid purchase orders will be bound by the terms and conditions of this Participating Addendum. All purchasing entities issuing valid purchase work orders must forward purchase orders and invoices to:

Department of Information Systems  
Attn: Mary McCoy  
One Capitol Mall, Suite 300  
Little Rock, AR 72201  
(501) 682-4004  
[Mary.mccoy@arkansas.gov](mailto:Mary.mccoy@arkansas.gov)

DIS will be obligated to pay Contractor for services when all contractual conditions of the contract and completion of the purchase order have occurred.

#### **3. Changes:**

- This Participating Addendum and the SLA's promulgated hereunder shall not apply to Special Projects performed by the vendors selected by the State of Arkansas who are performing Special Project work for the State of Arkansas.

Special Project work will be for Advanced Services with a fixed-price. Fixed-Price is expressed in terms of hourly rates and a not to exceed total.

The Selected Vendor will provide a SOW to be signed by the Selected Vendor, DIS, and CAI prior to engagement.

CAI will perform this work at a mark-up of 6.9%.

- The Implementation Schedule between CAI and the Department of Information Systems apply to this contract with the following exceptions:
  - Invoices: CAI agrees not to bill the Department of Information Systems for subcontractor services until the State hiring manager has approved the applicable time card(s). The State of Arkansas shall use its best efforts to pay all properly prepared and submitted invoices within 30 calendar days from the date of receipt of such invoice. Payments shall

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be submitted to the contractor at the address shown on the invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest may be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224.

- Quarterly Rate Escalation: CAI shall make rate escalation recommendations quarterly to be adjusted as directed by the State of Arkansas. CAI shall demonstrate the added value for any requested price increase and any such change in price shall be submitted in writing to OSP and DIS and shall not become effective for sixty (60) days thereafter if approved by OSP and DIS. The resource rates set forth in Rate Card shall be checked against the ERI Index and the prices in the Rate Card shall be appropriately adjusted to ensure continued price competitiveness, if required. CAI agrees to offer Service price reductions to ensure compliance with the Competitive Pricing Section.
- Travel Expenses: In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from their Official Station. Such travel expenses shall be invoiced directly to the agency and reimbursed in accordance with the State's current travel regulations as set forth in the State's Accounting Procedures Manual.
- Overtime Policy: No overtime premiums will be paid to Contractor for work which is performed after normal business hours (8:00 a.m. local time – 5:00 p.m. local time) in order to complete a task on time, unless otherwise agreed to in writing in advance by the State. The State and the Contractor will comply with all applicable Federal and State laws and regulations pertaining to overtime in the performance of this Contract.
- **Minority Business:** It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in the purchasing process. Therefore, the State of Arkansas encourages all minority business enterprises to compete for, win, and receive contracts for goods, services and construction. Also, the State of Arkansas encourages all companies to subcontract portions of any State Contract to minority business enterprises.
- The contractor, unless directly involved in assisting the State in the development, formulation, and/or drafting of an RFP for the State, will not be excluded from submitting proposals in response to that RFP.
- In addition to any reporting required in the contract, vendor agrees to provide a quarterly report to the Arkansas Contract Administrator based on the schedule below. Reports will include the procuring entity, order number, job title, published rate, invoice number, and amount of invoice.

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Reporting Period	Due Date
July – September	October 30
October – December	January 30
January – March	April 30
April – June	July 30

- Records relevant to Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of five years from the date of acceptance of the purchase order.
- The published rates shall include an administrative fee of 1%. CAI will invoice DIS at ninety-nine percent (99%) of the published rates.
- This agreement shall be governed by the laws of the State of Arkansas.

**4. Primary Contacts**

The primary contact individuals for this Addendum are as follows (or their named successors):

**PARTICIPATING ADDENDUM CONTACTS:**

Participating State

Name: Rusty Priest  
Address: 1509 West 7<sup>th</sup> Street, Little Rock, AR 72201  
Telephone: (501) 371-6156  
Fax: (501) 324-9311  
E-mail: [rusty.priest@dfa.arkansas.gov](mailto:rusty.priest@dfa.arkansas.gov)

Contract Administrator

Name: Mary McCoy  
Address: One Capitol Mall, 3<sup>rd</sup> Floor, Little Rock, AR 72201  
Telephone: (501) 682-4004  
E-mail: [mary.mccoy@arkansas.gov](mailto:mary.mccoy@arkansas.gov)

Contractor State Contract Manager

Name: Tommy Tompkins  
Address:  
Telephone: (501) 605-0025  
Fax:  
E-mail: [tommy\\_tompkins@compaid.com](mailto:tommy_tompkins@compaid.com)

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This Addendum and Contract 4600007198 (administered by the Commonwealth of Pennsylvania) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum together with its exhibits, shall not be added to or incorporated into this Addendum or its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution below.

**State of Arkansas  
Purchasing Agent**

Signed: Robin Rogere  
Title: Deputy Director DSP  
Date: 11/12/11

**Computer Aid, Inc.  
Contractor**

Signed: James P. Cramm  
Title: Managing Director  
Date: \_\_\_\_\_