

**PARTICIPATING ADDENDUM
FOR SUPPLY AND DELIVERY OF INFORMATION
TECHNOLOGY STAFF AUGMENTATION SERVICES
Between
The State of Arkansas and
Computer Aid, Inc.
State of Arkansas Contract #SP-07- 0181**

This Participating Addendum will add the State of Arkansas as a Participating State to purchase from the Commonwealth of Pennsylvania Contact Number 4600007811, with Computer Aid, Inc.

1. **Scope:** This addendum covers purchases and maintenance of Supply and Delivery of Information Technology Staff Augmentation Services for State Agencies and political subdivisions.

Statement of Work: All statements of work issued by purchasing entities within the jurisdiction of this Participating Addendum shall include a reference to denote State Contract Number SP-07-0181 for work order tracking purposes. All purchasing entities issuing valid purchase orders will be bound by the terms and conditions of the State Contract Number and this Participating Addendum. All purchasing entities issuing valid purchase work orders must forward purchase orders and invoices to DIS ATTN: Mary McCoy, Department of Information Services, One Capitol Mall Suite 300, Little Rock, AR, 501-682-4004, 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 has occurred.

2. **Changes:**

- a. This Participating Addendum shall be governed by laws of the State of Arkansas.
- b. The State of Arkansas Standard Terms and Conditions of Purchase and the Implementation Schedule between CAI and The Department of Information Systems apply to this contract with the following exceptions:
- c. Invoices: CAI agrees not to bill the State of Arkansas Department of Information Systems for subcontractor services until the State hiring manager has approved the applicable time card(s). The Department of Information Systems shall use its best efforts to pay all properly prepared

and submitted invoices within 30 calendars days from the date of receipt of such invoice.

- d. Annual Rate Escalation: Rates will be adjusted annually effective on the anniversary date of this Agreement. The adjustment of rates for inflation shall be based on the Consumer Price Index (CPI). The rates shall be adjusted in accordance with the CPI for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (the "Index") published by the Bureau of Labor Statistics, U.S. Department of Labor, Washington, D.C., or its successor index. In the event said Index ceases publication, the adjustment shall be determined by using the CPI for Urban Wage Earners and Clerical Workers (CPI-W) for the U.S. City Average for the same area coverage; or, if not available, then according to the index most comparable to the Index for All Urban Consumers.
- e. 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 the Official Station. Such travel expenses shall be entered into the VMS tool and reimbursed in accordance with the State's current travel regulations as set forth in the State's Accounting Procedures Manual.
- f. 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.
- g. 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.
- h. 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.
- i. In addition to any reporting required in the contract, vendor agrees to provide a quarterly report to the Arkansas Contract Administrator within 30 days following the quarter being reported. Reports will include the procuring entity, order number, published rate, invoice number and amount of invoice.

- j. The published rates shall include an administrative fee of 1%. CAI will invoice DIS at ninety-nine percent (99%) of the published rates.
 - k. Records relevant to Purchasing Entity transactions shall be subject to examinations by appropriate government authorities for a period of five years from the date of acceptance of the purchase order.
3. Primary Contact: The primary state government contact for this participating addendum is as follows:
Contact: Robin Rogers
Department of Finance and Administration
Office of State Procurement
State of Arkansas
Address: 1509 West 7th Street
City, State, Zip: Little Rock, AR , 72201-4222
Phone: 501.324.9316
Email: Robin.rogers@dfa.state.ar.us
4. Contract Administrator:
Contact: Mary McCoy
Department of Information Services
State of Arkansas
Address: One Capitol Mall Suite 300
City, State, Zip: Little Rock, AR ,
Phone: 501-682-4004
Email: Mary.McCoy@Arkansas.gov

This participating addendum and the Contract Number 4600007811, (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 and 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 by both parties below:

State of Arkansas _____ Contractor: Computer Aid, Inc.

Signature: Joseph Giddis Signature: James P. Cooney
Printed Name: Joe Giddis Printed Name: JAMES P. COONEY
Title: Director, OSP Title: GENERAL MGR GOVT. DIV
Date 10/4/06 Date: 10-5-2006

The following website contains a copy of the contract terms, contract pricing, contract award and additional information concerning how to effectively use the contract. As revisions occur during the term of the Contract this information as well as a link to the Contractor's websites with product literature and on-line catalogs will also be placed on the Arkansas Office of State Procurement's webpage. The website address is:

www.state.ar.us/dfa/purchasing/index.html