

## **Exhibit A**

### **SPECIAL TERMS AND CONDITIONS**

These **SPECIAL TERMS AND CONDITIONS** shall be a part of the Contract for the Supply and Delivery of Information Technology (“IT”) Staff Augmentation Services between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of General Services (“DGS”), and Computer Aid, Inc. (“the Contractor”).

#### **1. CONTRACT SCOPE/OVERVIEW:**

This Contract (identified here and in other documents as the “Contract”) will cover the requirements of Commonwealth agencies for IT Staff Augmentation Services, as more fully described in RFP No. CN00008116.

#### **2. TERM OF CONTRACT:**

The term of this Contract will commence on the Effective Date (as defined herein) and will have an initial term of two (2) years. The Effective Date shall be fixed by the Issuing Officer after the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained. The procurement of all IT Staff Augmentation Services, regardless of when added to the Contract, will expire at the end of the contract term.

The services to be provided by the Contractor hereunder have been approved by the Department of General Services as an emergency procurement, and the Contractor has submitted a letter dated December 6, 2004, containing terms for the provision of such services for the period commencing December 20, 2004, until full execution of this Contract. The Contractor may provide these services prior to the Effective Date based upon such emergency approval. Upon full execution of this Contract, all services provided during the period between December 20, 2004, and the Effective Date shall be merged into and covered by the terms of this Contract.

#### **3. OPTION TO RENEW:**

This Contract or any part of the contract may be renewed for three additional one-year terms by mutual agreement between the Commonwealth and the Contractor. In deciding whether to renew, DGS will review the Contractor’s past performance under the Contract. Pricing for each one-year renewal term will be determined through contract negotiations. If prices cannot be successfully negotiated, DGS will not renew the contract. If the Contract is renewed, the same terms and conditions shall apply.

#### **4. OPTION TO EXTEND:**

DGS reserves the right, upon notice to the Contractor, to extend the Contract or any part of the contract up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary to enter into a new contract.

## 5. SERVICES TO BE PROVIDED UNDER THIS CONTRACT:

**A. Implementation Process:** A joint implementation team will be formed between the Contractor and DGS within two days after the Effective Date of this Contract. This team will prepare a customized implementation timetable and the objectives to be accomplished through the Contract. All tasks will be assigned due dates. The team will review these tasks weekly for updates and status until the implementation process is complete. The team will remain in place for at least ninety (90) days after full implementation to monitor and ensure the program's success. Contractor and DGS shall perform the tasks assigned to them by the due dates established by the timetable.

Procedures mutually agreed upon by the parties resulting from the Implementation Process shall be documented in writing and will automatically become a material part of this Exhibit and the Contract, without the necessity of any further instrument.

**B. Implementation Plan:** Contractor will implement this Contract in accordance with the Implementation Plan outlined in Attachment 1, attached hereto and incorporated herein. The Implementation Plan may be modified by mutual consent of the parties.

**C. Customer Service:** As described in Attachment 1, Contractor will designate a Commonwealth Account Management Team to oversee this Contract and serve as the single source of accountability. Contractor will also maintain an On-site Management Team as described in Attachment 1. The On-site Management Team will be staffed commensurate with the volume of requisitions created by the Commonwealth.

**D. Ordering:**

- Contractor will provide an on-line web-based requisition and reporting tool specifically for Commonwealth usage, through which the Commonwealth may place orders, review previous orders, view resource availability, review pricing, select resources to be ordered, and obtain reporting on contract usage.
- Each resource must be identified on the Purchase Order.
- Purchase Orders will occur in accordance with the IT Staff Augmentation Services Contract Implementation document, attached hereto as Attachment 2 and incorporated herein.

**E. Invoicing:** The invoicing requirements set forth in the RFP (Exhibit E to this Contract) apply to this Contract except as modified herein. Contractor will customize the Commonwealth's invoices to mirror the Commonwealth's Purchase Orders. Contractor will indicate the date the Purchase Order was received on its invoices. Invoices will be sent directly to the designated Comptroller's Offices. Contractor is not required to submit subcontractor invoices with Commonwealth invoices. Time reporting detail will be available for access via the Contractor's VMS system as set forth in Contractor's Technical Submittal (Exhibit F to this Contract). These invoicing requirements may be superseded in the event the parties utilize Evaluated Receipt Settlement (ERS) electronic invoicing for this Contract.

**F. Quarterly or Semi-Annual Program Review:** Contractor shall provide reports to DGS at the end of each calendar quarter of the contract term. The reports shall include:

- ❖ Performance data
- ❖ Usage data
- ❖ Reporting processes
- ❖ Process improvements and cost saving opportunities
- ❖ Recap current year's accomplishments
- ❖ Set goals for following year
- ❖ Other areas as necessary

**G. SAP Interface:** Contractor will work with the Commonwealth to develop and make available an interface with the Commonwealth's SAP system to allow for support of a punch-out ordering system. Contractor will also assist in developing material master templates for SAP inventory purposes.

**H. Security:** Contractor will be responsible for ensuring that all personnel, equipment, tools, keys and supplies/materials comply with any and all rules, regulations, and procedures of each Commonwealth agency, building and facility. The individual building's or facility's rules, regulations and procedures governing the entry and conduct of staff working inside the building/facility will be made available and explained at the point of entry.

All contractor personnel entering a Commonwealth building or facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines.

All equipment, tools, supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use.

No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a Commonwealth building or facility.

Each agency reserves the right to deny entrance to anyone who is suspected of a breach of security or for failure to follow published rules, regulations or procedures.

All contractor personnel must be in possession of a valid identification with a recent, clear photo in order to enter a Commonwealth building or facility.

All employees of the Contractor who work inside a security perimeter must submit to a background investigation conducted by the specific agency. The Contractor must submit the name, social security number, driver's license number, and date of birth for each and every employee providing services at a secure facility. The personnel background investigations will be processed at no cost to the Contractor.

I. Overtime Policy: In accordance with Section II-4.14 of the RFP, no overtime premiums will be paid to the Contractor for work which is performed after normal business hours in order to complete a task on-time. Commonwealth executive agencies using this Contract are not allowed to authorize or direct overtime work by the Contractor, except with DGS approval. In the event DGS approves Commonwealth-directed overtime work under this Contract, the Contractor will be compensated at overtime rates (time and one-half) for those positions identified by the Contractor in Attachment 3, attached hereto and incorporated herein, required to be paid overtime under the Fair Labor Standards Act.

J. Insurance: Attachment H to the RFP, subsection b, is revised by adding: In the alternative, the Contractor may choose to provide a single limit liability policy with a minimum amount of \$2,000,000 in coverage.

## **6. COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) Program:**

Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the DGS that are made available to local public procurement units. A “local public procurement unit” is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units, which elect to participate in the Contract, will order items directly from Contractor and will be responsible for payment directly to Contractor.

Those local public procurement units listed above which issue orders under the Contract are intended beneficiaries under the Contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth or DGS as a party.

Contractor is required to participate in the Commonwealth’s COSTARS Program and sell the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and local public procurement units that are registered with DGS and elect to participate in the Contract through the COSTARS program. A list of these registered entities will be supplied to Contractor at the commencement of this Contract. All updates will be coordinated between Contractor and Susan Plecker, COSTARS Systems Coordinator. No other entities may purchase from this Contract, unless registered with DGS.

Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format no later than the last day of the month. Reports shall be e-mailed to splecker@state.pa.us, as well as to mrichart@state.pa.us. Each report shall indicate the name and address of the Contractor, contract number, and period covered by the report. The following information shall be listed on the report for each order received:

❖ Item No.

- ❖ Material Code
- ❖ Description
- ❖ Quantity
- ❖ Unit Price
- ❖ Total Price
- ❖ Local Public Procurement Unit

Questions regarding the COSTARS program from the Contractor and/or Local Public Procurement Units should be directed to Susan Plecker, COSTARS Systems Coordinator at 717-787-1105 or 1-866-768-7827.

**7. KEY PERSONNEL:**

The key personnel identified below shall be assigned to administer this Contract on behalf of the Contractor. These persons shall not be removed from this assignment in the absence of death, retirement, resignation or termination from the Contractor or other unavoidable circumstance. All replacements and additions to key personnel assigned to administer this Contract shall be subject to the written approval of DGS, which approval shall not be unreasonably withheld.

(Name)	(Title)
John Williams	Director, IT Contract Services
Jackie Boas	Sr. Account Manager
Ellen Sigl	Sr. Account Manager
Linda Leiby	Sr. Account Manager
Jennifer Cooney	Sr. Account Manager

**8. CONTRACTING OFFICER:**

The Contracting Officer for this Contract is:

Mike Richart		
mrichart@state.pa.us		
Bureau of Purchases	or	Bureau of Purchases
P.O. Box 8365		414 North Office Building
Harrisburg, PA 17105-8365		Harrisburg, PA 17125

Contractor shall direct all notices or inquiries to the Contracting Officer.