

**CONTRACT
FOR THE SUPPLY AND DELIVERY OF
INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES**

THIS CONTRACT for the Supply and Delivery of Information Technology (“IT”) Staff Augmentation Services ("Contract") is entered into this _____ day of _____, 2004, by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and **Computer Aid, Inc.** (“Contractor”).

WHEREAS, DGS issued a Request For Proposals for the Supply and Delivery of IT Staff Augmentation Services to Commonwealth executive agencies, RFP No. CN00008116 (“RFP”); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, Contractor’s proposal was selected for the Best and Final Offer (“BAFO”) phase of the RFP process; and

WHEREAS, in response to the DGS BAFO request, Contractor submitted a BAFO Price Submittal; and

WHEREAS, DGS determined that Contractor’s proposal, as revised by its BAFO Price Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor negotiated this Contract as their final and entire agreement in regard to the Supply and Delivery of IT Staff Augmentation Services to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, supply and deliver IT Staff Augmentation Services, as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for IT Staff Augmentation Services in accordance with the terms and conditions of this Contract.
3. DGS and Contractor agree to be bound to the Special Terms and Conditions attached hereto as Exhibit A and made part of this Contract.

4. Contractor agrees to supply and deliver the IT Staff Augmentation Services listed in its BAFO Price Submittal, which is attached hereto as Exhibit C and made a part hereof, at the prices listed for those items in Exhibit C.
5. Contractor agrees to meet and maintain the commitments to disadvantaged businesses made in its Disadvantaged Business Submittal (as modified by the Disadvantaged Business Addendum attached thereto), which is attached hereto as Exhibit D and made a part hereof. Any proposed change to a disadvantaged business commitment must be submitted to the DGS Bureau of Minority and Women Business Opportunities (“BMWBO”), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Contracting Officer and BMWBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect. For purposes of this Contract, Contractor shall report percentages of contract revenue committed and paid to each Disadvantaged Business.
6. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Special Terms and Conditions set forth in Exhibit A, attached hereto and made a part hereof.
 - b. The Standard Contract Terms And Conditions For Department of General Statewide Services Contracts – SAP, GSPUR12F(SAP) Rev. 05/07/04, which is attached hereto as Exhibit B and made a part hereof.
 - c. The Contractor’s BAFO Price Submittal, which is attached hereto as Exhibit C and made a part hereof.
 - d. The Contractor’s Disadvantaged Business Submittal (and Disadvantaged Business Addendum), which is attached hereto as Exhibit D and made a part hereof.
 - e. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit E and made a part hereof.
 - f. The Contractor’s Technical Submittal, which is attached hereto as Exhibit F and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

Witness:

CONTRACTOR:

By: _____

By: _____

General Manager

Printed Name/Date

Printed Name/Date

Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: _____

David P. Yarkin

Deputy Secretary for Procurement

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel Date

Office of General Counsel Date

Office of Attorney General Date

APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:

Comptroller Date