CONTRACT SPECIFICATIONS

The Supplier shall, in accordance, with the terms and conditions of this Master Agreement, provide Information Technology Services to the Pennsylvania State System of Higher Education (PASSHE), as more fully defined herein. IT Services shall be provided on an as needed basis only. This Master Agreement has been competitively bid via RFP #2009-QCC-LAV-11 whereby multiple contracts have been awarded. This is not an exclusive rights agreement, nor is it a guarantee that the Pennsylvania State System of Higher Education will require the Supplier to provide the services.

The Supplier has successfully qualified under RFP #2009-QCC-LAV-11 to provide the Information Technology Services listed in the Product Categories shown herein.

 Volume Incentive Discount –A Volume Incentive Discount representing one percent of sales to PASSHE will be made on a quarterly basis, and will be accompanied by a PASSHE quarterly volume report. The Supplier is responsible for submitting this incentive discount based on all university sales volumes within 30 days of the end of each calendar quarter via check to the attention of:

Linda Venneri
Collaborative Contracts Manager
Pennsylvania State System of Higher Education
Office of the Chancellor
Dixon University Center
2986 North Second Street
Harrisburg, PA 17110
V 717-720-4135
F 717-720-4111

Email: lvenneri@passhe.edu

The Volume Incentive Discount shall represent one percent of sales to PASSHE and must be accompanied by a PASSHE quarterly volume report. The report should include a breakout of sales by service and university; with a total spend for that quarter. Failure to provide the requested information or to remit the Volume Incentive Discount may jeopardize the validity of this Master Agreement.

- 2. Pricing The Supplier agrees to set pricing for the first year with the opportunity to update pricing upon the yearly review of the contract spend. Increases in pricing will be reviewed to ensure the Supplier is not exceeding the qualification level. This Master Agreement may be cancelled if the pricing becomes uncompetitive or if service issues result in the Supplier not being utilized within a two year period. Suppliers whose contracts are cancelled for non-utilization may re-qualify by submitting a proposal in response to the next scheduled issued RFP.
- 3. Orders Universities may issue purchase orders against this Master Agreement. These orders constitute the Supplier's authority to make delivery. All purchase orders received by the Supplier for up to and including the expiration date of this Master Agreement are acceptable and must be performed in accordance with the terms and conditions of this Master Agreement. Suppliers are not permitted to accept purchase orders which require performance extended

beyond those performance time periods specified in the Master Agreement but in no event longer than ninety (90) days after the expiration date of the contract period.

- a. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Master Agreement. Purchase orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Supplier. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Supplier after 4:00 P.M., MONDAY – FRIDAY, will be considered received the following business day.
- b. Purchase orders may also be made in person or by telephone using a PASSHE Procurement VISA Card. When an order is placed by telephone, the University shall provide the university name, employee name, credit card number, and expiration date of the card. The Supplier agrees to accept payment through the use of the PASSHE Procurement VISA card.
- c. Invoices must include the Master Agreement number and are to be mailed to the University. Payment will be made by the University no later than 30 days of receipt of invoice.
- 4. **Request For Quotes** Written quotations for each project will be requested by the Universities and fees and costs shall be billed in accordance with the Supplier's quotation, the University's purchase order, and this Master Agreement. Universities shall assume liability for payment to the Supplier. The Supplier's quote shall remain valid for 30 days.
 - a. Award of a contract does not guarantee business, but does guarantee an opportunity to bid on all procurements over \$20,000. Purchases under \$10,000 are open sourced. Universities may select any supplier from the Qualified Supplier List, or select any supplier outside of the Qualified Supplier List.
 - b. For purchases between \$10,000 and \$20,000, the University may select any supplier from the Qualified Supplier List.
 - c. If the procurement is over \$20,000, all Qualified Suppliers within the applicable competency area will be eligible to submit a quote. A Request for Quote (RFQ) will be issued and will be posted for at least 3 days on the PASSHE website: www.passhe.edu. Suppliers are responsible for reviewing the website for open RFQs. Only Qualified Suppliers may submit quotes. If the selection criterion is based on more than just cost (example: favorable delivery terms) the RFQ must state that it is a best value selection. Separate template RFQ forms will be issued depending upon selection criteria (example: cost selection only or best value selection.)





Programming

PASSHE SOLICITATION #2009-QCC-LAV-11 **TECHNICAL PROPOSAL FORM**

INSTRUCTIONS: Please provide all information (typed or printed) as requested in the spaces provided and return this form with your proposal. ISSUING OFFICE: Ms. Linda Venneri, Collaborative Contracts Manager,, Pennsylvania State System of Higher Education, Office of the Chancellor, 2986 North Second Street, Harrisburg, PA 17110. SUBMIT PROPOSAL TO: sshebidbox3@passhe.edu.

Company	or Business Name: Gyp	sy Lane Technologies			
Contact:	:: JC Lamkin VP, Contracts		Date	Dec. 18, 2009	
itle:					
ervice Cat	t egories (choose all that app	y)			
pplication	n Development	Audio/Visual Services		IT Audit & Assessment	Infrastructure
SQL Ser SAP/AB SharePo	ogramming rvice DB Architecture & Design AP Development oint Design & Development Management & Disposal	☐ Installation, Repair, Mainten☐ Design/Programming - Col☐ Design & Architecture☐ Engineering☐ Technical Drawings		Equipment & Data Network Security Network Performance IT Policy IT Processes	Power Systems Servers PCs Storage Systems Backup Systems
-	d Data Destruction	Network	Project Man	agement	Printers/Multifunction Devices
•		Switches Routers Intrusion Detection Wireless Systems Network Optimization Network Design Specialized Services:	Routers X Project Presentations Resource Allocation X Recruiting Recrui		
ubmit the	ON IV-1.3 e following information (body) ny Profile:	e as brief as possible). Refer to I	RFP for additic	onal instructions.	
n class I.T revenue c	T. solutions for businesses of \$5.8M	vice I.T. Project Management, (and learning communities. We			
Consultin IT Training IT Integra Cabling S Software IT Project IT Commu	g tion				

PASSHE SOLICITATION #: 2009-QCC-LAV-11 TECHNICAL PROPOSAL FORM

Attachment #2 Page 4 of 6

2 Supplier Partnerships (if any):
Diversity Supplier: Rapid Wiring
Diversity Supplier: BT Consulting, LLC
3. Past business with PASSHE (if any):
n/a
4. Description of volume of business per product category:
Application Development: \$4M; 50,000 users
Project Management: \$1.2M
IT Audit & Assessment: \$567,000
Staff Augmentation & Recruitment: \$400,000
5. Business references:
University of Pennsylvania, College for Kids Program, Jacqui DeShields, 35 S. Millick Street, Philadelphia, PA 19139 (215) 747-3419, jaxcheex@aol.com
Cheyney University, Vicki Redmond, 1837 University Circle, Box 91, Cheyney, PA 19319, (678) 463-3944, vredmond@cheyney.edu
Mt. Airy Business Association, Kim Miller, 7208 Germantown Avenue, Suite 7, Phila PA 19119, (215) 242-0777, kim@mtairybiz.com

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Attachment #2 Page 5 of 6

SECTION IV-	2 WORK PLAN		
	nd manage PASSHE accounts, w licated PASSHE program manage	re will provide an online portal from which PASSHE er will be available.	clients may obtain instant quotes.
Gypsy Lane Technologies	ologies is committed to providin	g the State System the solutions based on requiren	nents gathering and needs
to change. If select	ed as the winning bidder, Gypsy	ted changes in requirements, technology, scheduli Lane Technologies agrees to negotiate in good fai d by Pennsylvania State System of Higher Educatio	th for mutually agreeable contract
SECTION IV-	3 VALUE ADDED SERV	/ICES	
We may provide va	alue added services in the form o	of diversity partners and PASSHE internships.	
SECTION IV-4	ACKNOWLEDGEMEN	ITS	
Supplier Proposal Signature Page submitted separately?		Yes	
Supplier Cost Proposal Form submitted separately?		Yes	
Appendices submitted?		No	
List appendices:			

Attachment #2



Date: Dec 18, 2009

PASSHE SOLICITATION #2009-QCC-LAV-11 **COST PROPOSAL FORM**

INSTRUCTIONS: Please provide all information (typed or printed) as requested in the spaces provided and return this form to the issuing office (separately from your technical proposal). Failure to submit the cost proposal separately from the technical proposal will result in the automatic disqualification. ISSUING OFFICE: Linda Venneri, Collaborative Contracts Manager, Pennsylvania State System of Higher Education, Office of the Chancellor, 2986 North Second Street, Harrisburg, PA 17110. SUBMIT PROPOSAL TO: sshebidbox3@passhe.edu

Company or Busi	ness Name:	Gypsy Lane Technologies			
Name (printed): JC Lamki			Title:	VP, Contracts	
providing services for each level of st	to PASSHE. S aff; e.g. Princ	Suppliers must designate their a	agreement with t Engineering, On-	cription of the compensation your firm verthe travel reimbursement statement below site Installation, Project Management, each of forth, if applicable.	low. Include fees
Job Title Le CADD Operator C CADD Operator C Database Adminis Database Adminis Database Adminis Functional Archite Functional Archite Functional Archite Product Specialist Product Specialist Product Specialist Program Manager Program Manager	AD2\$10 AD3\$10 Strator DBA1 Strator DBA2 Strator DBA3 Strator DBA3 Strator DBA3 Strator DBA3 Strator DBA3 CTFA1 CTFA1 CTTrainer) PS1 CTFS2\$10 CTFS3\$10 CTFS4\$10 CTFS4\$10 CTFS5\$10 CTFS6\$10 CTFS7\$10 CTFS7	11 \$94 \$105 \$111 \$128 \$141 \$152 \$94 05 11 207			
Travel Reimbursem	nent (Per Sect	ion III-4): • Agree	o Not Agree		
Payment Terms:	5 day net AC	TH REFER TO SECT	rion 8 -	PAYMENT - OF ATTACHI	MENT #1,
Value Added Services Pricing:					
Does your organiz	ation offer an	y scholarships incentives?	lo		
If so, please descril	be:				
Does your organiz	ation offer an	y discounts for electronic paym	nent methods?	No	
If so, please descril	be:				