

THIS AGREEMENT, made this _____ day of _____ (“Effective Date”), by and between COMPUTER AID, INC., located at 3801 Paxton Street, Harrisburg, PA, 17111, with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 (“Contractor”) and _____ (“Subcontractor”)

WITNESSETH:

WHEREAS, the Contractor has entered into a contract with the Government of the District of Columbia (the “Customer”) to provide certain information technology time and materials services under the IT Pipeline Contract - Contract Number CW46503 (“Master Agreement”); and

WHEREAS, the Contractor wishes to hire the Subcontractor to perform certain information technology time and materials services on an as-needed basis relating to the Contractor's aforementioned contract with the Customer (such software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto, being hereinafter referred to collectively as the “Program Materials”); and

WHEREAS, both the Contractor and the Subcontractor desire to set forth in writing the terms and conditions of their agreement, including their respective rights as to the Program Materials.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Information Technology Services. On the terms and conditions set forth herein, Contractor hereby engages Subcontractor to perform information technology time and materials services for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Subcontractor hereby accepts such engagement. Subcontractor agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the IT industry, in the performance of the services called for hereunder. Upon selection by Contractor, in its sole discretion, of any one or more Subcontractor Employees, Contractor shall provide required information for each requirement in accordance with the procedures set forth in Exhibit A. Information will include the following:

- I. the name(s) of the Subcontractor Employee(s) needed by Contractor (each, an “Assigned Employee”);
- II. the name and location of the Contractor Customer for which the Assigned Employee shall work;
- III. the description of skills requested;
- IV. the nature of the work to be performed by each Assigned Employee;

- V. the time period for which Contractor will utilize each Assigned Employee; and
- VI. the hourly fee which Contractor will pay shall be in accordance with the Rate Schedule in Exhibit B.

1.1 If a Subcontractor employee begins work at Customer, and the Customer determines within the first two weeks (10 business days) that the Subcontractor employee does not have the skills or capabilities necessary to complete the job as requested in the original requirement, or the Subcontractor employee resigns from the requirement within the first two weeks (10 business days), the Customer may request that the resource be replaced immediately, and Contractor shall not pay for the work conducted by the unacceptable Subcontractor employee.

2. Term of Agreement. The term of this Agreement shall be for the duration of one (1) year. This Agreement will renew automatically for a period of one (1) year at the end of each term unless either party provides written notice to the other party of its desire to terminate the Agreement no less than thirty (30) days prior to the expiration of the preceding term. Subcontractor is a non-exclusive provider to Contractor. Absent the execution of a Statement of Work, this Agreement does not, in and of itself, represent a commitment by Contractor to receive any Services from Subcontractor or pay Subcontractor any fees.

2.1. Notwithstanding any termination of this Agreement, the terms of paragraphs 6, 7, 8, 11 and 12 hereof shall continue in full force and effect.

3. Compliance. The parties hereto acknowledge that the business relationship is between two independent contractors and is not an employer-employee relationship. The Subcontractor warrants and represents that it is a corporation engaged in the business of providing computer consulting/programming services and that it will continue to act as an independent entity notwithstanding any degree of direction or control exerted over its programming activities by the Contractor. The Subcontractor represents and warrants that it directly employs the personnel placed under this Agreement. Accordingly, the Subcontractor shall pay and report, as applicable, local, District and federal income tax withholdings, social security taxes, unemployment taxes and such other taxes as may be required with respect to payments received by the Subcontractor for the services provided by it pursuant to this Agreement.

3.1. Further, the Subcontractor agrees to indemnify, defend and hold harmless the Contractor from any demands or damages which may arise pursuant to a claim involving the Subcontractor and which is brought under a theory of an employer-employee relationship such as, but not limited to, a claim for wages, premiums, employment benefits, discrimination (unless caused by the willful conduct of Contractor or its agents), workers' compensation benefits, unemployment insurance, withholding taxes or payroll taxes.

3.2. Subcontractor shall purchase and maintain insurance for protection from claims under the Worker's Compensation Act and other statutory employee benefit provisions, which are applicable in the District in which this Agreement is being performed. Subcontractor shall obtain and keep in force throughout the term of this Agreement,

comprehensive general liability insurance to cover claims for damages because of bodily injury, including death, of Customer personnel and third parties and from claims for damage to property of Customer or third parties which may arise out of or result from Subcontractor's performance of work under the Agreement whether such work be by Contractor or by a subcontractor or anyone directly or indirectly employed by any of them. Insurance shall have the following coverage:

TYPE OF INSURANCE	LIMIT	AMOUNT
<u>Commercial General Liability</u>	Per Occurrence	\$1 Million
	Aggregate	\$2 Million
<u>Automobile Liability</u>	Per Occurrence	\$1 Million
<u>Employers Liability</u>	Per Accident	\$500,000
	Per Employee for Disease	\$500,000
	Aggregate Disease	\$500,000
<u>Professional Liability (Errors and Omissions)</u>	Per Occurrence	\$1 Million
	Annual Aggregate	\$2 Million
<u>Workers Compensation</u>	District Requirements	In Compliance

3.3. Subcontractor shall submit a Certificate of Insurance to Contractor evidencing the required insurance coverage and stating that thirty (30) days prior written notice must be given to Contractor before cancellation of the policy.

3.4. Contractor shall have the right no more than once a year unless Customer and the Contractor agree that an audit is required at an earlier interval, at its sole cost and expense and upon reasonable prior written notice, itself or through an independent third party, to inspect the books and records of Subcontractor at Subcontractor's location to determine if Subcontractor is performing its obligations in accordance with the terms of this Agreement. If it is determined by the inspection that there was an overpayment of an amount due to Subcontractor by Contractor, Subcontractor shall promptly pay the difference to Contractor together with interest at the rate of one and a half percent (1.5%) per month and, in the event such overpayment exceeds five percent (5%) of the amounts due under the Agreement for such period, Subcontractor shall reimburse Contractor for the costs of the inspection. If it is determined by the inspection that Subcontractor has defaulted in any of its non-monetary obligations under this Agreement, then Contractor may, but shall not be obligated to, pursue its rights and remedies against Subcontractor as permitted hereunder. In no event shall Contractor's failure to enforce its rights upon learning of a default be deemed to be a waiver of such default. Furthermore, if a material default of a non-monetary obligation is uncovered as a result of the inspection, Subcontractor shall promptly reimburse Contractor for the costs of the inspection.

4.0. Compensation. Contractor agrees to pay Subcontractor the rates set forth in Exhibit B or as Exhibit B may be modified by a rate change, for all Customer-Approved billable hours for services rendered by Subcontractor during the term of this Agreement or as revised by 4.3. Fees for any renewal of this Agreement shall be as mutually agreed by parties. Subcontractor employee must enter time into the Vendor Management System (VMS) and the Customer system of record which is PASS on a weekly basis or as directed by the Contractor or Customer. In the event of a conflict between the invoice and the time entered on VMS, the approved time entered on VMS shall prevail.

4.1. Subcontractor shall maintain its payroll time records and work reports in accordance with Contractor's requirements for a period of four (4) years. Contractor may audit said books and records during the term of this Agreement and for four (4) years thereafter.

4.2. This Agreement does not entitle Subcontractor to any reimbursement of expenses.

4.3. It is understood and agreed that the Customer retains the right to review and amend the bill rates, and therefore, CAI retains the right to revise the Subcontractor's billing rate to CAI. If CAI advises Subcontractor of a revision to billing rates, Subcontractor shall have the option to either (a) agree to the revised rate, or (b) elect to withdraw the resource from the assigned job. The Subcontractor may not compel CAI to pay the original rate agreed to in the Agreement.

5. Payment terms. Subcontractor is not required to submit invoices to the Contractor. Contractor shall use its best efforts to pay all Customer approved time for the month on the 30th calendar day after the invoice date, subject to timely payment from the customer (example: Invoice will be dated June 8 for time from May1 through May31 and would be paid by July 8).

3%/2 Day Option - Subcontractor shall have the option to be paid on the 8th day of the subsequent month for the previous month's labor that is approved in the VMS no later than the 5th day of the subsequent month, subject to a discount of three percent (3%) of the invoice amount to be retained by the Contractor. All time not approved by the Customer within the VMS by the 5th day of the subsequent month, but approved in the VMS by the 19th day of the subsequent month shall be paid on the 23rd day of the subsequent month, subject to a discount of one percent (1%) of the invoice amount to be retained by the Contractor. All time not approved by the Customer in the VMS by the 19th day of the subsequent month shall be assigned an invoice date of the approval date and be paid 15 days after the approval date, subject to a discount of one percent (1%) of the invoice amount to be retained by the Contractor. Once the 3%/2 Day option is selected by the Subcontractor, it cannot be changed by Subcontractor for a period of six months. To be clear, if the Subcontractor selects the 3%/2 Day option, the Contractor has the option for each Payment Cycle, to accept the 3% discount and pay on the 8th day of the subsequent month as previously described, or to forego the discount and pay the full invoice amount on the 30th calendar day following invoice date at its sole discretion.

1%/ 15 Day Option - Subcontractor shall have the option to be paid on the 23rd day of the subsequent month (15 days from invoice date) for the previous month's labor that is approved in the VMS by the 19th day of the subsequent month, subject to a discount of one percent (1%) of

the invoice amount to be retained by the Contractor. All time not approved by the Customer within the VMS by the 19th day of the subsequent month shall be assigned an invoice date of the approval date and be paid 15 days after the approval date, subject to a discount of one percent (1%) of the invoice amount to be retained by the Contractor. Once the 1%/15 Day option is selected by the Subcontractor, it cannot be changed by Subcontractor for a period of six months. To be clear, if the Subcontractor selects the 1%/15 Day option, the Contractor has the option for each Payment Cycle, to accept the 1% discount and pay on the 15th day after invoice date as previously described, or to forego the discount and pay the full invoice amount on the 30th calendar day following invoice date at its sole discretion.

6. Indemnification. The Subcontractor, at its own expense, agrees to defend, indemnify and hold harmless the Contractor, its employees, successors and assigns from any claim, demand, cause of action, loss, damage, expense or liability (including attorney's fees) that may be incurred by the Contractor as a result of Subcontractor's actions under this Agreement or to the extent that it is based on a claim that Subcontractor infringed or violated the patent, copyright, license or other proprietary or intellectual property right of a third party or arising out of any injury (including death) to persons or damage to property to the extent caused by the negligence or intentional misconduct of Subcontractor or Subcontractor's employees, agents or subcontractors while engaged in the performance of this Agreement or that Subcontractor otherwise acted negligently, improperly or illegally in the performance of its duties pursuant to the terms of this Agreement. In addition, in the event that any such Subcontractor performance is held to constitute an infringement and its use is or may be enjoined, Subcontractor shall, at its option, (1) modify the infringing program coding at its own expense so that it is not infringing; or (2) procure for the Contractor the right to use and license the use of the infringing program coding at no cost to either the Contractor or the Customer.

7. Ownership of Program Materials. Subcontractor agrees that all program materials, reports, and other data or materials generated or developed by Subcontractor under this Agreement or furnished by either the Contractor or the Customer to the Subcontractor shall be and remain the property of the Customer. Subcontractor specifically agrees that all copyrightable material developed or created under this Agreement shall be considered works made for hire by Subcontractor for the Customer and that such material shall, upon creation, be owned exclusively by the Customer.

7.1. To the extent that any such material, under applicable law, may not be considered work made for hire by Subcontractor for Customer, Subcontractor agrees to assign and, upon its creation, automatically assigns to Customer the ownership of such material, including any copyright or other intellectual property rights in such materials, without the necessity of any further consideration. Customer shall be entitled to obtain and hold in its own name all copyrights in respect of such materials. Subcontractor shall perform any acts that may be deemed necessary or desirable by Customer to evidence more fully the transfer of ownership of all materials referred to in this paragraph 6 to Customer to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by Customer.

7.2. To the extent that any preexisting rights of Subcontractor are embodied in the Program Materials, Subcontractor hereby grants to Customer the irrevocable, perpetual, nonexclusive, worldwide royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.

7.3. Subcontractor represents and warrants that it either owns or has valid, paid-up licenses for all software used by it in the performance of its obligations under this Agreement.

8. Protection of Proprietary Materials. From the date of execution hereof and for as long as the information or data remain Proprietary Information or Trade Secrets (as defined in paragraph 8.1), Subcontractor shall not use, disclose, or permit any person to obtain any Proprietary Information or Trade Secrets of Contractor or Customer, including any materials developed or generated hereunder (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized by Contractor or Customer.

8.1. As used herein, "Trade Secrets" shall include, but not be limited to, a whole or any portion or phase of any scientific technical information, design, process, procedure, formula, business plan or improvement relating to the development, design, construction, and operation of Customer's or Contractor's processes in the Application Maintenance Support, and/or Construction Management Development, and/or Desktop Services product offerings areas, that is valuable and not generally known to competitors of Contractor or Customer. "Proprietary Information" shall include, but not be limited to, customer lists, pricing (including Subcontractor's pricing to Contractor), sales and marketing plans and strategic planning.

8.2. Irreparable harm shall be presumed if Subcontractor breaches any covenant of section 8 of this Agreement for any reason. This Agreement is intended to address Contractor's legal obligation to protect Customer's proprietary rights pertaining to the Program Materials and Trade Secrets, and any misuse of such rights would cause irreparable harm to the Contractor and Customer's business. Therefore, Subcontractor agrees that a court of competent jurisdiction should immediately enjoin any breach of this Agreement, upon a request by Contractor.

8.3 Contractor will require each Subcontractor resource performing work for the Customer under the Master Service Agreement to sign an individual agreement, acknowledging their acceptance of the language referenced in this section of the Agreement as well as the District of Columbia non-disclosure agreements.

9. Return of Materials. Upon the request of Contractor, but in any event upon termination of this Agreement, Subcontractor shall surrender to Contractor all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials, and all copies thereof, pertaining to the Program Materials or furnished by Contractor or Customer to Subcontractor, including all materials embodying any Trade Secrets, within 24 hours of request. This paragraph is intended to apply to all materials made or compiled by Subcontractor, as well

as to all materials furnished to Subcontractor by Contractor or by anyone else that pertain to the Program Materials or Trade Secrets.

9.1 Contractor will require each Subcontractor resource performing work for the Customer under the Master Agreement to sign an individual agreement, acknowledging their acceptance of the language referenced in this section of the Agreement.

10. Termination. This Agreement shall terminate as set forth herein and may be terminated by Contractor at the request of, or due to changes in the services rendered to, Customer. Contractor may terminate this Agreement sooner in the event of Subcontractor's breach or its failure to adequately and/or sufficiently perform its duties hereunder, or if the Customer requires termination sooner. Contractor may terminate this agreement for failure to comply with U.S. or District of Columbia laws or other gross or willful misconduct. It is understood and acknowledged by Subcontractor that its termination of this Agreement in any manner other than as set forth herein shall cause Contractor to incur substantial damages as a result of having to replace Subcontractor and Subcontractor will be held liable for any such damages which Contractor may incur as a result of any premature termination of this Agreement by Subcontractor.

11. Non-solicitation of Contractor's Customers. The Subcontractor agrees that Subcontractor or their employees may not solicit any Customer agency for Time & Materials positions that have been referred to Contractor by Customer under this agreement. Solicitation may result in dismissal from the vendor network and /or termination of this Agreement during the term of this Agreement and any renewals thereof. Subcontractor further agrees that it will not use any information regarding customers of Contractor which it may procure during the course of this Agreement. The prohibitions contained herein shall continue for a period of one year from the date of the termination of this Agreement, or upon termination of Contractor's contract with Customer, whichever is earlier.

12. Governing Law and Attorney's Fees. This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the District of Columbia, without reference to conflict of law principles. It is agreed that venue for any dispute arising out of this Agreement shall be proper in the District of Columbia. In the event of a dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees.

13. Assignment. This Agreement may not be assigned by Subcontractor without the written consent of Contractor.

14. Entire Agreement and Modification. This Agreement, together with the Master Agreement between the Contractor and the Customer and the Exhibits attached hereto, contain the entire agreement between the parties and there are no other representations or warranties and this Agreement supersedes any prior oral or written agreement or negotiations between the parties. This Agreement may only be modified by a written agreement signed by all parties that are to be bound by the modification.

15. Authority. If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party and that entering into this Agreement does not violate the provisions of any other contract into which the Subcontractor has entered.

16. Notices. Any notice, demand, request, or other communication (any “Communication”) required or permitted to be given or made to or by either party hereunder or under the Agreement shall be in writing. Any Communication shall be deemed to have been delivered on the earlier of the day actually received (by whatever means sent) if received on a business day (or if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates hereinafter specified, on the first business day after having been delivered to Federal Express or comparable air courier service, or on the second business day after having been deposited with the United Districts Postal Service, Express Mail, return receipt requested, or on the third business day after having been deposited with the United Districts Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the several addresses indicated below or to such other addresses as may hereafter be indicated by notice delivered in accordance with the terms hereof to the other party.

If to Contractor:

Contract Administrator
Computer Aid, Inc.
3801 Paxton Street
Harrisburg, PA 17111

If to Subcontractor:

Copy to:

Gregg M. Feinberg, Esq.
Feinberg Law Office
1390 Ridgeview Drive
Suite 301
Allentown, PA 18104-9065

17. Miscellaneous. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

If any of the provisions of this Agreement are ultimately deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining terms and provisions of this Agreement shall continue in full force and effect.

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof.

Subcontractor's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that: (i) Customer fails to submit input data in the prescribed form or in accordance with the agreed upon schedules; (ii) special request by Customer or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule; (iii) Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Subcontractor's performance hereunder. Subcontractor will notify Customer and Contractor of the estimated impact on its processing schedule, if any. In the event Subcontractor is responsible for an error in processing Customer's data, Subcontractor promptly will correct such error.

18. Subcontractor acknowledges that Contractor has or will enter into an agreement with the Customer to provide the services referenced herein and that the Subcontractor has had the

opportunity to review said agreement and the terms and conditions of the Master Agreement between the Contractor and the Customer. The Subcontractor agrees that these terms and conditions will become part of this Agreement, binding the Subcontractor to the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions contained herein and those contained in the Master Agreement, the terms and conditions in the Master Agreement shall prevail.

18.1 Subcontractor is responsible for providing information, resumes and employees in accordance with the processes defined in Exhibit A. Failure to comply that results in Contractor not meeting the service level agreements in the Master Agreement may result in a reduction in the use of Subcontractor's services.

18.2 Subcontractor will use industry best practices testing mechanisms to validate and verify employee's technical skills as described in their respective resume. Contractor may request documentation to substantiate the claimed skills on a resume. In the event that subcontractor fails to submit documentation in a timely manner Contractor reserves the right to hold the resume for submission to the client until such time as the documentation is submitted or the requirement is filled.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

19. Background checks. The District reserves the right, in its absolute discretion, to require each Subcontractor resource assigned under this Contract to successfully complete a national background check, education verification, credit history, non-disclosure agreement, in addition to any additional background checks deemed necessary by the Customer. The Subcontractor will provide Contractor with the background check results via PeopleFluent prior to work assignment start.

20. Subcontractor must maintain valid Visas for any of its employees for whom a Visa is required. Any failure to do so will result in removal of the employee and may result in the cancellation of this Agreement.

21. Limitations on Subcontractor Layering. All candidates submitted by Subcontractor for consideration must have a W-2 or 1099 relationship with Subcontractor. If instances of additional layering are discovered, Contractor will engage the candidate through the W-2 Subcontractor. All employer and/or contracting details must be reported accurately within the VMS system.

22. Accurate Time Reporting. Each engaged resource must enter time into both the District PASS system and the VMS tool accurately and honestly by close of business (5 PM Eastern Time) each Monday. Failure to report time in an accurate, honest, and timely manner may result in disciplinary action or termination of the engagement.

23. Subcontractor is required to pay all of its employees, subcontractors or sub consultants for all work that the employee, subcontractor or sub-consultant has satisfactorily completed no later than (10) days after the Subcontractor has received payment from the Contractor. Should Subcontractor fail to make payment as set forth herein, Contractor shall be entitled to engage the Subcontractor's employee, subcontractor or sub-consultant directly and Subcontractor shall release any non-compete or non-solicitation agreement it may have with its employee, subcontractor or sub-consultant. Further, Contractor's customer may hire Subcontractor's employee, subcontractor or sub-consultant directly as a full time employee of Customer without any further compensation being paid to Subcontractor and Subcontractor shall release any non-compete or non-solicitation it may have with the employee, subcontractor or sub-consultant.

24. Any allowance for Teleworking must follow the District policy. Failure to follow the District policy may result in disciplinary action or termination of the engagement.

25. CBE Status and Tax Certification. The Subcontractor is required to provide certification to Contractor when requested, but no less than once yearly, proof that Subcontractor's CBE status is in good standing with the District of Columbia and that they remain in good standing with the District Office of Tax and Revenue (OTR). Certifications shall be presented to the Contractor at the beginning of each calendar year and shall certify for the future year. Each Subcontractor is required to report any change in status to the Prime Contractor and provide a date when the problem will be completed to the satisfaction of the District of Columbia. In the interim period said Subcontractor is ineligible to provide new resources under this Agreement. Failure to report a change in status shall be grounds for termination

26. Subcontractor will provide accurate reporting of District residency for employees, consultants and sub consultants engaged under this contract.

27. Subcontractor is required to abide by all requirements of Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period. Subcontractor will provide all employees selected for engagement with a copy of the Fact Sheet ([click here to access Fact Sheet](#)) and shall post the Notice ([click here to access Living Wage Notice](#)) in a conspicuous place in its place of business.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CONTRACTOR

COMPUTER AID, INC.

By: _____

Signature of Authorized Representative

Printed Name

Title

Date

SUBCONTRACTOR

By: _____

Signature of Authorized Representative

Printed Name

Title

Date

Subcontractor agrees to the following payment terms (Initial one):

_____ **3%/2 Day Option (Subject to a discount of three percent (3%) of the invoice amount to be retained by Contractor if paid on the 8th day, as per section 5 of this Agreement.** The Contractor has the option, at its sole discretion, for each Payment Cycle, to accept the 3% discount and pay on the 8th Day or to pay the full invoice amount on the 30th day after the invoice date. These payment terms shall be effective for 6 months and may then be changed at the request of the Subcontractor.

_____ **1%/ 15 Day Option (Subject to a discount of one percent (1%) of the invoice amount to be retained by Contractor if paid on the 23rd day, (15 days from invoice date) as per section 5 of this Agreement.** The Contractor has the option, at its sole discretion, for each Payment Cycle, to accept the 1% discount and pay on the 23rd Day or to pay the full invoice amount on the 30th day after the invoice date. These payment terms shall be effective for 6 months and may then be changed at the request of the Subcontractor.

_____ **Net 30 Days after invoice date.** These payment terms shall be effective for 6 months and may then be changed upon mutual agreement by the Contractor and Subcontractor.

Exhibit A: IT Pipeline Contract Requisitioning Process

The following narrative describes the requisitioning process for the IT Pipeline Contract, overseen by the contract's Managed Service Provider, Computer Aid, Inc. (CAI).

Step 1: Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Vendor network via the web-based Vendor Management System (VMS).

Step 2: Vendor reviews the requirement. If the Vendor has resources who they feel fit the description of the need, they will submit their information and resumes through the VMS during the five (5) business day submittal window.

Step 3: The CAI Account Manager monitors the online tool and receives all submitted resumes from the Vendor network.

Step 4: Following the closing of the submittal window, the CAI Contract Manager reviews resumes and selects a group of resumes to present to the Agency Program Manager, based on skill and experience match and availability. The CAI Contract Manager then forwards the resume matches the Program Manager for review within three (3) business days.

Step 5: The Agency Program Manager reviews the forwarded resumes and selects resources to interview.

Step 6: The Agency Program Manager then notifies the CAI Contract Manager of his or her selection.

Step 7: The CAI Contract Manager notifies the selected Vendor/candidate and coordinates interviews with the Agency Program Manager.

Step 8: The Agency Program Manager interviews the candidate, either by phone or in-person.

Step 9: The Agency Program Manager selects a candidate and provides the CAI Contract Manager with complete engagement details, including specific information on the resource, role, responsibilities, timing, and job location.

Step 10: The CAI Contract Manager receives the engagement information and reviews for accuracy. The CAI Contract Manager then notifies the Vendor Network that a candidate has been selected, and notifies the appropriate Vendor that their individual candidate was selected. The CAI Contract Manager also ensures that all applicable on-boarding tasks are completed.

Step 11: The Vendor of the selected candidate notifies the candidate of selection and provides all job details to the candidate. The Vendor also assists the candidate in completing all on-boarding activities.

Step 12: The CAI Contract Manager forwards final hire details to the Agency Program Manager and Vendor.

Step 13: The candidate begins work.

Exhibit B: IT Pipeline Contract Not-to-Exceed Rate Card

Job Category	Skill Level	NTE Vendor Rate
Administrative Support	Entry	\$ 28.24
	Journeyman	\$ 32.27
	Senior	\$ 35.53
	Master	\$ 38.59
Applications Architect	Entry	\$ 71.43
	Journeyman	\$ 82.03
	Senior	\$ 99.19
	Master	\$ 106.72
Applications Developer	Entry	\$ 47.64
	Journeyman	\$ 61.31
	Senior	\$ 69.60
	Master	\$ 83.64
Applications Systems Analyst	Entry	\$ 49.77
	Journeyman	\$ 55.50
	Senior	\$ 60.81
	Master	\$ 65.77
Applications Technical Specialist	Entry	\$ 78.38
	Journeyman	\$ 97.73
	Senior	\$ 116.79
	Master	\$ 125.55
Business Process Consultant	Entry	\$ 63.04
	Journeyman	\$ 74.98
	Senior	\$ 84.29
	Master	\$ 113.92
Business Systems Analyst	Entry	\$ 53.46
	Journeyman	\$ 63.44
	Senior	\$ 113.92
	Master	\$ 172.58
Computer Scientist	Entry	\$ 54.80
	Journeyman	\$ 63.91
	Senior	\$ 71.06
	Master	\$ 76.55

Job Category	Skill Level	NTE Vendor Rate
Computer Forensic & Intrusion Analyst	Entry	\$ 61.26
	Journeyman	\$ 71.45
	Senior	\$ 78.72
	Master	\$ 84.04
Configuration Management Specialist	Entry	\$ 51.89
	Journeyman	\$ 61.66
	Senior	\$ 68.51
	Master	\$ 73.43
Customer Support	Entry	\$ 23.85
	Journeyman	\$ 26.21
	Senior	\$ 29.12
	Master	\$ 45.18
Cyber Security Engineer	Entry	\$ 79.78
	Journeyman	\$ 93.04
	Senior	\$ 122.91
	Master	\$ 142.17
Database Administrator	Entry	\$ 56.74
	Journeyman	\$ 66.31
	Senior	\$ 73.53
	Master	\$ 105.01
Data Architect	Entry	\$ 60.44
	Journeyman	\$ 70.17
	Senior	\$ 77.64
	Master	\$ 108.61
Data Warehousing Specialist	Entry	\$ 59.77
	Journeyman	\$ 69.51
	Senior	\$ 76.83
	Master	\$ 108.61
Database Specialist	Entry	\$ 53.56
	Journeyman	\$ 62.66
	Senior	\$ 69.51
	Master	\$ 74.83

Job Category	Skill Level	NTE Vendor Rate
Disaster Recovery Specialist	Entry	\$ 61.26
	Journeyman	\$ 71.45
	Senior	\$ 78.72
	Master	\$ 84.04
Enterprise Architect	Entry	\$ 75.34
	Journeyman	\$ 88.16
	Senior	\$ 98.28
	Master	\$ 137.57
Enterprise Resource Planning (ERP) Analyst	Entry	\$ 53.66
	Journeyman	\$ 61.00
	Senior	\$ 67.01
	Master	\$ 72.06
ERP Business/Architectural Specialist	Entry	\$ 75.34
	Journeyman	\$ 88.16
	Senior	\$ 98.28
	Master	\$ 106.05
Financial Analyst	Entry	\$ 51.41
	Journeyman	\$ 57.30
	Senior	\$ 62.46
	Master	\$ 66.97
Geographic Information System (GIS) Analyst/Programmer	Entry	\$ 33.20
	Journeyman	\$ 51.21
	Senior	\$ 57.96
	Master	\$ 86.68
Groupware Specialist	Entry	\$ 75.34
	Journeyman	\$ 88.16
	Senior	\$ 98.28
	Master	\$ 106.05
Hardware Engineer	Entry	\$ 54.77
	Journeyman	\$ 63.69
	Senior	\$ 70.65
	Master	\$ 75.60

Job Category	Skill Level	NTE Vendor Rate
Help Desk Specialist	Entry	\$ 30.23
	Journeyman	\$ 34.79
	Senior	\$ 37.46
	Master	\$ 39.12
Information Assurance/Security Specialist	Entry	\$ 67.06
	Journeyman	\$ 86.68
	Senior	\$ 108.61
	Master	\$ 126.25
Information Specialist/Knowledge Engineer	Entry	\$ 56.57
	Journeyman	\$ 66.96
	Senior	\$ 74.76
	Master	\$ 80.79
Infrastructure/Network Architect	Entry	\$ 71.61
	Journeyman	\$ 83.31
	Senior	\$ 92.50
	Master	\$ 99.62
Infrastructure Technical Specialist	Entry	\$ 79.78
	Journeyman	\$ 93.04
	Senior	\$ 122.91
	Master	\$ 142.17
IT Consultant	Entry	\$ 63.04
	Journeyman	\$ 74.98
	Senior	\$ 84.29
	Master	\$ 137.57
Mobile App Developer	Entry	\$ 70.13
	Journeyman	\$ 80.72
	Senior	\$ 88.15
	Master	\$ 94.06
Modeling and Simulation Specialist	Entry	\$ 62.26
	Journeyman	\$ 72.32
	Senior	\$ 79.78
	Master	\$ 85.49

Job Category	Skill Level	NTE Vendor Rate
Network Engineer/Specialist	Entry	\$ 40.37
	Journeyman	\$ 47.21
	Senior	\$ 56.10
	Master	\$ 75.07
Program Manager	Entry	\$ 66.99
	Journeyman	\$ 78.06
	Senior	\$ 86.51
	Master	\$ 142.77
Project Manager	Entry	\$ 52.01
	Journeyman	\$ 60.59
	Senior	\$ 67.79
	Master	\$ 72.71
Quality Assurance Specialist	Entry	\$ 39.09
	Journeyman	\$ 45.95
	Senior	\$ 50.94
	Master	\$ 70.65
Research Analyst	Entry	\$ 57.99
	Journeyman	\$ 67.18
	Senior	\$ 74.58
	Master	\$ 80.43
Subject Matter Expert - Technology Specific	Entry	\$ 75.34
	Journeyman	\$ 88.16
	Senior	\$ 98.28
	Master	\$ 113.92
System Administrator	Entry	\$ 49.43
	Journeyman	\$ 57.61
	Senior	\$ 64.29
	Master	\$ 69.92
Systems Engineer	Entry	\$ 54.33
	Journeyman	\$ 63.19
	Senior	\$ 70.07
	Master	\$ 74.93

Job Category	Skill Level	NTE Vendor Rate
Technical Editor	Entry	\$ 43.38
	Journeyman	\$ 50.35
	Senior	\$ 55.88
	Master	\$ 60.64
Technical Writer	Entry	\$ 48.33
	Journeyman	\$ 56.98
	Senior	\$ 63.13
	Master	\$ 68.01
Test Engineer	Entry	\$ 52.04
	Journeyman	\$ 60.48
	Senior	\$ 66.98
	Master	\$ 71.87
Training Specialist	Entry	\$ 37.89
	Journeyman	\$ 44.58
	Senior	\$ 49.49
	Master	\$ 53.16
Voice/Data Communications Engineer	Entry	\$ 51.72
	Journeyman	\$ 60.64
	Senior	\$ 86.68
	Master	\$ 101.13
Web Content Analyst	Entry	\$ 30.67
	Journeyman	\$ 35.99
	Senior	\$ 40.07
	Master	\$ 57.87
Web Designer	Entry	\$ 40.60
	Journeyman	\$ 47.17
	Senior	\$ 52.66
	Master	\$ 57.37
Web Developer	Entry	\$ 55.49
	Journeyman	\$ 63.04
	Senior	\$ 69.93
	Master	\$ 76.32