

PARTICIPATING ADDENDUM FOR INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES

This Participating Addendum (this “**Participating Addendum**”) is made as of June 15, 2021 (“**Effective Date**”), by and between Computer Aid, Inc. ("Prime Contractor "), whose address is 1390 Ridgeview Drive Allentown, PA 18104 and the District of Columbia, Office of Contracting and Procurement (“OCP”) on behalf of the District of Columbia and all eligible public entities and cooperative purchasing members within the District of Columbia (collectively, the "**District**")

WHEREAS, pursuant to DC Official Code 2-354.11, the District may enter into cooperative purchasing agreements with one or more other states for the purchase of goods and services;

WHEREAS, the Commonwealth of Virginia awarded a contract to the Prime Contractor for Information Technology Staff Augmentation Services, Contract # VA-130620-CAI (“**Contract**”), in accordance with its laws and statutes governing competitive procurements, which contract is attached hereto as **Exhibit A** and made a part hereof (the “**Contract**”);

WHEREAS, District’s Chief Procurement Officer has determined that it is in best interest of the District to enter into this Participating Addendum with Prime Contractor for Information Technology Staff Augmentation Services under the terms of the Contract, except as expressly modified by this Participating Addendum; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, the parties to this Participating Addendum hereby agree as follows:

1. Term

The term of this Participating Addendum shall be effective from the Effective Date through December 30, 2021.

2. Definitions

These terms when used in this PA have the following meanings:

- a. **Candidate**: an individual offered by a Prime Contractor or a Subcontractor in response to a Candidate Staffing Request (CSR). If a proposed Candidate is selected by a District Program Manager to fill the CSR and a valid purchase order is issued, the Candidate becomes a Resource.
- b. **Candidate Staffing Request (CSR)**: The District Program Manager’s request to have the Prime Contractor seek, identify, evaluate, and procure IT Resources on behalf of the District. The CSR allows the District Program Managers to describe technology, skills, and experience requirements for Candidates under the contract.
- c. **Certified Business Enterprise (CBE)**: A business that is certified by the District Department of Small and Local Business Development (DSLBD) pursuant to the Small, Local, and Disadvantaged Business Development and Assistance Act of 2005, DC Official Code § 2-218.01 et seq.
- d. **Contract Administrator (CA)**: A District employee responsible for overseeing and assisting the work of the Prime Contractor under this contract.

- e. Day: Unless otherwise specified, a day is a business day (Monday – Friday).
- f. Department of Employment Services (DOES): a District agency that performs employment-related functions including, among other things, maintaining data on Prime Contractors' compliance with unemployment tax laws and with First Source Agreements.
- g. District Program Manager: a District employee of OCTO or any District agency participating as a customer under this contract, who requests services, evaluates Candidates to perform such services, selects Candidates for award as IT Resources, and supervises the work of Resources under this contract.
- h. Deliverable: The work product performed or provided by the subcontractor as described in the Fixed Price Project.
- i. District Timekeeping System (DTS): Resources must use the District Procurement Automated Support System (PASS) in order to submit weekly timesheets under this contract.
- j. Engagement: the conversion from a Candidate to a Resource
- k. Fixed-Price Project (FPP): Short-term service engagements where payments are made upon completion of accepted project deliverables. Each deliverable is individually priced at a fixed amount, regardless of the time or expense incurred while completing the deliverable. The total project cost equals the sum of the cost of all deliverables. A Fixed Price Project will include a description of the work to be performed, a description of each deliverable, a project delivery schedule, and pricing for each deliverable.
- l. Invoice Period: every four weeks from the first week of billable hours under this contract. The District may adjust the invoice period for any reason at any time, but typically to accommodate the cross of fiscal year periods.
- m. Intellectual Property (IP): Any concept, document, idea, system, solution, or any other process developed as part of the deliverables assigned under this contract.
- n. Key Personnel: Employees of the Prime Contractor who are considered essential to the work being performed.
- o. Managed Service Provider (MSP): The Prime Contractor shall serve as the MSP responsible for day-to-day management responsibilities and functions of the District's information technology staffing augmentation program.
- p. Non-Disclosure Agreement (NDA): an agreement that requires one or both parties to maintain the confidentiality of specified data disclosed by the other party.
- q. Non-Key Personnel: Employees of the Prime Contractor not considered essential to the work being performed. Provides support to the key personnel, i.e. assisting with questions regarding program operations, CSR management and review CSR responses.
- r. Not to Exceed (NTE) / Fully Burdened Rate: The rate the Prime Contractor proposes for each labor category and level. The NTE / Fully Burdened Rate shall include all direct and indirect costs associated with providing the services (such as wages, overhead, general and administrative expenses, fee, profit, VMS, Key Personnel and Non-Key Personnel).
- s. Resource: A qualified individual to fill a Candidate Staffing Request (CSR) selected by a Program Manager for an engagement and engaged with a valid purchase order. The Resource shall work under the supervision of a District Program Manager. Unless otherwise noted in the CSR, all Resources will work at the District's agency facilities within the boundaries of the District of Columbia.
- t. Subcontractor: an entity that contracts directly with the Prime Contractor to provide Resources to the District under this Participating Addendum.

- u. Vendor Management System (VMS): Web-based COTS software that automates and manages the CSR process among the District, the Prime Contractor, Subcontractors, and Resources under this contract; provides standard and customized reports; and facilitates the publication of data related to this contract as open data.
- v. Workday: any day the District is open for business (excluding evenings, weekends, holidays, and any other official District government closures), from 8:30 am until 6:00 PM. Shift work may require Resources to work outside the normal work hours.
- w. Work Week: the standard period during which Resources supply services to the District and report the number of hours of services they provide under the contract. The normal Work Week period shall be from Monday through Friday. The Work Week for a particular Resource may extend to Sunday and Saturday when approved by the applicable District Program Manager. The District shall pay a flat rate for each hour worked by a Resource.

3. Scope of Services

- a. The Prime Contractor shall provide to the District the supply and delivery of Information Technology Staff Augmentation Services governed by the terms and conditions set forth under the Contract, except as expressly modified by this Participating Addendum and the Exhibits to this Participating Addendum.
- b. The District reserves the right to add additional job titles and FPP engagements, as it deems appropriate, via a written amendment to this Participating Addendum, in accordance with the Contract.
- c. The effective date for the District to begin utilizing the Participating Addendum is June 15, 2021.

4. Modifications to Contract

The Contract shall be modified as follows:

- a. All references to “VITA” or the “Commonwealth of Virginia,” whether contained in the Contract or its attachments, shall be replaced with the “District of Columbia.”
- b. Any and all references to the “Code of Virginia,” whether contained in the Contract or its attachments, shall be deleted in their entirety.
- c. Under Section 4. B. of the master agreement all work performed in accordance to this Participating Addendum may not include any cost-reimbursable line items for such expenses as travel, food, lodgings and materials.
- d. Under Section 4. B. of the master agreement, any modification initiated by the District that extends the period of performance beyond six months of the initial period of performance or increases the value above US\$50,000 shall, absent the prior written approval of the Contract Administrator (CA), be voidable by the District, in its sole discretion. If a FPP is voided by the District, such FPP shall no longer be binding on either Party and all obligations with respect to such FPP shall expire. [Note: period of

performance may be shorter than six months, but not greater, and dollar values may be lower than \$50,000 but not greater.]

e. The following new Subsection D shall be added to Section 6 of the Contract:

D. Assignment and Removal

The District has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, the Prime Contractor shall notify the District of the proposed assignment, introduce the individual to the District’s Contract Administrator (CA), and provide the District with a resume and any other information about the individual reasonably requested by the District. The District reserves the right to interview the individual before granting written approval. In the event the District finds a proposed individual unacceptable, the District will provide a written explanation including reasonable detail outlining the reasons for the rejection.

Prime Contractor must provide the following Key Personnel:

1. The District requires a qualified team of Key Personnel to manage the relationship between the District’s Program Managers and finance staff, Candidates, Resources, and potential Subcontractors. These Key Personnel must be employees of the Prime Contractor and must have an extensive knowledge of IT industry trends and IT staffing best practices.
2. Before the start of performance and throughout the period of performance, the Prime Contractor shall ensure that all Key Personnel have current successful background checks and suitability that satisfy the criteria in Exhibit H: Background Check Requirements and suitability.
3. The Prime Contractor shall notify the District of any changes to Key Personnel within 48 hours of the change. The District reserves the right to review the qualifications of such replacement Key Personnel and reject those whose qualifications, in the sole judgment of the District, are not equivalent to those of the Key Personnel replaced.
4. Key Personnel shall include one dedicated Program Manager and two Account Manager. Key Personnel shall be available to report to 200 I Street, S.E., Washington, DC 20003 Monday to Friday from 8:30 am to 5:00 pm as needed. The District shall provide physical space to accommodate Prime Contractor’s Key Personnel staff under the contract when onsite agreed upon schedule.

5. The Prime Contractor’s Key Personnel requirements and duties shall be:

Requirements / Duties	Program Manager (1)	Account Manager (2)
Education	Min Bachelor’s Degree.	Min Bachelor’s Degree
Experience	The Program Manager’s resume must describe at least five (5) years of experience in managing	The Account Manager’s resume must describe at least five (5) years of experience in

	large government IT contracts and personnel staffing management. Experience managing customer support for large IT contracts is preferred. Large is defined as contracts with a total award value of at least fifty (50) million US dollars.	supporting large government IT. Experience supporting for large IT contracts is preferred. Large is defined as contracts with a total award value of at least fifty (50) million US dollars.
Job Functions	Shall perform as the responsible person for performance of onsite personnel, all deliverables and Service Level Agreement's for this contract. Shall be responsible for ensuring, reviewing current spend and ability to project anticipated spend and limits to spend ceiling, accuracy of invoicing and quarterly reporting to DSLDB.- Shall be able to identify issues before the client (District) with appropriate corrective action process already in place. Shall be responsible for the customer responsiveness to the contract SLAs.	The Account Managers are the customer interface as well as recruitment specialists who can establish customer support within the District's Agencies as well as ability to manage at the vendor owner level and understand the recruiting aspects of IT Staffing.

6. The Prime Contractor's Non-Key Personnel requirements and duties shall be

Requirements / Duties	Executive Account Manager (1)	Technical /Data Manager (1)
Education	Min Bachelor's Degree	Min Bachelor's Degree
Experience	The Executive Manager's resume must describe at least ten (10) years' experience in overall management of large government IT contracts. Large is defined as contracts with a total award value of at least fifty (50) million US dollars.	The Technical /Data Manager's resume must describe at least eight (8) years of experience managing VMS, payroll and other complex IT tracking tools. Extensive experience with the Prime Contractor's VMS tool is preferred. Experience managing complex IT tracking systems for large IT contracts is preferred. Large is defined as contracts with a total award value of at least fifty (50) million US dollars.

<p>Job Functions</p>	<p>Shall serve as the escalation point for any issues or questions pertaining to the performance of onsite personnel, all deliverables and Service Level Agreement’s for this contract. Shall be a subject matter expert of all aspects of contracts to include customer relations and technical support. Shall meet with the District quarterly or as needed to review performance. Shall be reachable outside of normal business hours. Shall be able to identify issues before the client (District) with appropriate corrective action process already in place.</p>	<p>Shall oversee all VMS functions including but not limited to the reporting and data analysis that is available with the provided VMS. Shall be responsible for tracking current spend as well as projecting for unknown trends to manage ceiling amounts for contract ceiling as well as CBE percentages and quarterly reporting to DSLDB.</p>
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f. Section 22 is deleted in its entirety and replaced with the following:

22. INSURANCE

A. GENERAL REQUIREMENTS. The Prime Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Prime Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Prime Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Prime Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Prime Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Prime Contractor or its subcontractors, and not the additional insured. The additional insured status under the Prime Contractor’s and its subcontractors’ Commercial General Liability insurance

policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Prime Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Prime Contractor or its subcontractors, or anyone for whom the Prime Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Prime Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Prime Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Prime Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Prime Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Prime Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Prime Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. **Workers' Compensation Insurance** - The Prime Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Prime Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

5. Crime Insurance (3rd Party Indemnity) - The Prime Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Prime Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$25,000 per occurrence.
6. Cyber Liability Insurance - The Prime Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Prime Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
7. Commercial Umbrella or Excess Liability - The Prime Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Prime Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District

and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Prime Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE PRIME CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**

E. PRIME CONTRACTOR’S PROPERTY. Prime Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Prime Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Prime Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Prime Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Prime Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Prime Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Government of the District of Columbia
And mailed and/or emailed to the attention of:
Georgette Johnson
Office of Contracting and Procurement
200 I St., SE, Washington DC 20003

Georgette.johnson@dc.gov

The CO may request and the Prime Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Prime Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Prime Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Prime Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Prime Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

g. Delete Section 23 in its entirety of the Contract and replaced with the following: “
SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current DC Office of the Chief Technology Officer (OCTO) policies, published by OCTO and which may be found at (<https://octo.dc.gov/page/it-policies>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify OCTO and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in DC Code 28-3851 et seq., and other personal identifying information, such as

insurance data or date of birth, provided by OCTO or Authorized User to Supplier. Supplier shall provide OCTO the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Government of the District of Columbia, OCTO, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Government of the District of Columbia, OCTO, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

RIGHTS IN DATA

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Prime Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Prime Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Prime Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Prime Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Prime Contractor advises the District as part of Prime Contractor's bid that adaptation will violate existing agreements or statutes and Prime Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Prime Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Prime Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Prime Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Prime Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Prime Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Prime Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Prime Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Prime Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Prime Contractor either directly or through a successor

or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Prime Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Prime Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Prime Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Prime Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Prime Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

- h. Subsection D of Section 26 of the Contract is deleted in its entirety and replaced with the following:

D. Governing Law

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

- i. Subsection E of Section 26 of the Contract is deleted in its entirety and replaced with the following:

E. DISPUTES

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Prime Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Prime Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Prime Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Prime Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Prime Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Prime Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Prime Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall consider factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Prime Contractor.
- (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Prime Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a Prime Contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Prime Contractor, the Prime Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Prime Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Prime Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) Claims by the District against the Prime Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a Prime Contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the Prime Contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision;
and
- (vii) Inform the Prime Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (3) The CO shall support the decision by reasons and shall inform the Prime Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Prime Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Prime Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Prime Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- i. The following Sections or Attachments to the Contract shall not apply to the Prime Contractor's agreement with the District.
- 1) Section 17 – Reporting
 - 2) Section 26(B) – Incorporated Contractual Provisions
 - 3) IT Staff Augmentation User Guide
 - 4) Exhibit A, Attachment A: Process Flows
 - 5) Exhibit A, Attachment E: Resumes
 - 6) Exhibit B: Service Level Agreements
 - 7) Exhibit F: Job Rate Cards/Pricing
 - 8) RFP Appendix E: Job Titles and Skill Categories
 - 9) RFP CAI Cost Proposal
 - 10) RFP Appendix G: Cost Matrix and Area Definitions
 - 11) RFP CAI Disadvantaged Business Proposal
 - 12) RFP Appendix H: Current Contract Utilization
 - 13) RFP Appendix J: Trade Secret/Confidential Proprietary Information Notice

4. Subcontracting Requirements

The Prime Contractor is required to subcontract at least 95% of the annual dollar volume of the time-and-labor portion of the contract to Certified Business Enterprise

(CBE) that has been certified by the District of Columbia Department of Small and Local Business Development (DSLBD).

	Estimated Amount	CBE Allocation
Labor-Hour Type	\$45,000,000.00	95%
Fixed Price Project	\$20,000,000.00	Depending on each requirement (FPP)

- 5. Contract in Excess of One Million Dollars:** It is estimated that the value of this contract will be not to exceed (NTE) \$65,000,000.00.
- a. Any contract in excess of \$1,000,000.00 during a 12-month period shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District and signed by the Contracting Officer.
- 6. Indemnification:** The District shall not indemnify the Prime Contractor and/or any affiliated party to this contract under this Participating Addendum or the Master Agreement.
- 7. Invoice Payment:**
- 7.1** The Prime Contractor shall be responsible for all timesheet and invoice submission for purchase orders issued under this contract, using the following procedures:
- Resources shall submit their own weekly timesheets electronically into PASS.
 - Timesheets shall be submitted by each Resource no later than Monday 6:00 PM eastern standard time for the previous week's work. No paper timesheets will be accepted for payment by the District.
 - A District Program Manager shall approve the submitted timesheets.
 - Travel time will not be reimbursed by the District, and the District will not pay for any travel expenses, including hotel, mileage, meals, parking, etc.
 - No overtime premiums will be paid to Prime Contractor for work which is performed after normal business hours (8:30 am local time - 5:00 pm local time) in order to complete a task on time, unless otherwise agreed to in writing in advance by the District. The District will not pay holiday pay for District holidays or administrative pay for days when District offices are forced to close. The District and the Prime Contractor will comply with all applicable federal and District laws and regulations pertaining to overtime in the performance of this Contract.
- 7.2** The Prime Contractor shall invoice the District only if Resources have provided services during the invoice period and the timesheets have been approved by the appropriate District Program Managers for the reporting period.

8. Payment

- 8.1 The District will make payments to the Prime Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- 8.2 The District will pay the Prime Contractor on or before the 30th day after receiving a proper invoice from the Prime Contractor.
- 8.3 The Prime Contractor shall make payments to the Subcontractors within seven (7) calendar days of receiving reconciled payments from the District.

9. Hourly Rate Ceiling

- 9.1 The ceilings for specified NTE /Fully Burdened Hourly Rate items are set forth in Exhibit C: NTE Fully Burdened Rates.
- 9.2 The NTE/Fully Burdened Hourly Rate in this contract shall be fully burdened rate to include all direct and indirect cost associated with providing services. The total cost to the District shall not exceed the ceilings specified in Section 5.
- 9.3 The Prime Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the NTE/Fully Burdened Hourly Rate ceilings.
- 9.4 In part with SLA 12, Projected Total Spend, the Prime Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the NTE/Fully Burdened Hourly Rate of this contract will be either greater or substantially less than the NTE/Fully Burdened Hourly Rate ceilings.
- 9.5 In accordance with 9.4, the Prime Contractor must provide the CO a revised estimate of the total cost of the NTE/Fully Burdened Hourly Rate of this contract.
- 9.6 The District is not obligated to reimburse the Prime Contractor for NTE/Fully Burdened Hourly Rate incurred in excess of the NTE/Fully Burdened Hourly Rate ceilings specified in Exhibit C, and the Prime Contractor is not obligated to continue providing NTE/Fully Burdened Hourly Rate under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the NTE/Fully Burdened Hourly Rate ceilings specified in Exhibit C, until the CO notifies the Prime Contractor, in writing, that the estimated cost has been increased and provides revised NTE/Fully Burdened Hourly Rate ceilings for the hourly rate items in this contract.
- 9.7 No notice, communication, or representation in any form from any person other than the CO shall change the NTE/Fully Burdened Hourly Rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Prime Contractor for any costs in excess of the NTE/Fully Burdened Hourly Rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.

- 9.8** If any Fully Burdened Hourly Rate ceiling specified in Exhibit C is increased, any costs the Prime Contractor incurs before the increase that are in excess of the previous NTE/Fully Burdened Hourly Rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- 9.9** A change order shall not be considered an authorization to exceed the applicable NTE/Fully Burdened Hourly Rate ceilings specified in Exhibit C unless the change order specifically increases the Fully Burdened Hourly Rate ceilings.

10. Ownership of Data

The Prime Contractor shall provide upon request of the District any and all District data elements captured by the Prime Contractor in their Vendor Management System in the format specified by the District and agreed to by the Prime Contractor. These data elements include, but are not limited to, District user login activity, Candidate Staffing Requests made by District Program Managers, Subcontractors responses, resumes, and Candidate hourly rates.

11. Primary Contacts

- a. The District's primary contact for this Participating Addendum is as follows (the "**Contracting Officer**"): Name: Derrick White
Participating Entity Name: District of Columbia
Address: 200 I St., SE, WDC 20003
Telephone:
E-mail: derrick.white@dc.gov
- b. The District's contract administrator for this Participating Addendum is as follows (the "**Contract Administrator**"): Name: Jan Whitener
Participating Entity Name: OCTO
Address: 200 I St., SE, Washington, DC 20003
Telephone: 202-724-5117
E-mail: jan.whitener@dc.gov
- Name: Tehsin Faruk
Participating Entity Name: OCTO
Address: 200 I St., SE, Washington, DC 20003
Telephone: 202-715-3735
E-mail: tehsin.fauruk@dc.gov
- Name: Stephen N. Miller
Participating Entity Name: OCTO
Address: 200 I St., SE, Washington, DC 20003

Telephone: 202-727-0550
E-mail: stephenn.miller@dc.gov

- c. Prime Contractor's primary contact for this Participating Addendum is as follows:

Name: Contract Administrator
Prime Contractor: Computer Aid, Inc.
1390 Ridgeview Drive
Allentown, PA 18104
Email: ContractManagement@cai.io

With copies of contract notices to:
Name: Gregg M. Feinberg, Esq.
Legal Counsel: Feinberg Law Office
1390 Ridgeview Drive, Allentown, PA 18104-9065
Email: gregg@feinberglaw.com

- d. All State purchase orders are to be issued directly to:
Name: Linda Leiby
Prime Contractor: Computer Aid, Inc.
Address: 1390 Ridgeview Drive, Allentown PA 18104
Telephone: (717) 651 3080
Fax: (717) 651 -3182
Email: Linda Linda.Leiby@cai.io

16. Miscellaneous

- a. The Prime Contract shall deliver a Project Implementation plan within 2 weeks of execution of the contract. At a minimum, the plan must include Discovery sessions where business processes for the new contract will be reviewed and finalized, tasks for creating and providing training for both business processes and use of the VMS, tasks to review and finalize the contract SOP guide, tasks to identify resources and the timeline for transitioning those resources from the Pipeline contract to the new contract, and tasks for configuring contract specific changes in the VMS.
- b. The Prime Contractor shall deliver training materials tailored to the District per the timeline in the Project Implementation Plan. Training materials will be complete prior to the agency and supplier VMS training sessions.
- c. Prime Contractor shall develop final process flows tailored to the District per the timeline in the Project Implementation Plan. Process flows will be complete prior to the agency and supplier VMS training sessions.
- d. The Prime Contractor shall not be held to Virginia's Small Women and Minority (SWAM) business goal.
- e. This Participating Addendum is governed, construed, and enforced in accordance with District law, excluding choice-of-law principles, and all claims relating to or arising out

of this Participating Addendum are governed by District law, excluding choice-of-law principles. .

- f. All publicity and/or public announcements pertaining to this Participating Addendum shall be approved by the District prior to release.
- g. Prime Contractor will supply reports covering purchases under this agreement in a format mutually agreed to by the parties (Exhibit G Report Requirements).
- h. This Participating Addendum together with its Exhibits, set forth the entire agreement between the parties and supersede 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 Participating Addendum together with its Exhibits shall not be added to or incorporated into this Participating Addendum by any subsequent purchase order, invoice, or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Participating Addendum and its Exhibits shall prevail and govern in the case of any such inconsistent or additional terms. In the event of any conflict between the terms of the Participating Addendum and the Contract, the terms of this Participating Addendum shall prevail.
- i. No term or provision of this Participating Addendum shall be deemed waived and no breach excused ; unless such waiver or consent shall be in writing and signed by an individual authorized to so waive of consent. Any consent by either party to, or waiver of a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
- j. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.
- k. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.
- l. The Prime Contractor shall provide all necessary account management resources to support the use of the Contract by the District.
- m. The following Exhibits are hereby incorporated in and made a part of this Participating Addendum:
 - 1) Exhibit A: Contract # VA-130620-CAI
 - 2) Exhibit B: Service Level Agreement
 - 3) Exhibit C: NTE/Fully Burdened Rates
 - 4) Exhibit D: District Job Titles and Descriptions
 - 5) Exhibit E: Standard Operating Procedures (SOP) Manual
 - 6) Exhibit F: Statement of Requirements (SOR) template
 - 7) Exhibit G: Report Requirements

IN WITNESS WHEREOF, authorized representatives of Computer Aid, Inc. and the State have executed this Participating Addendum to be effective as of the Effective Date.

For the District

Name:

Title:

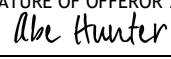
Date:

For Computer Aid, Inc.

DocuSigned by:
Name: *Albe Hunter*
ED200A58D66B4AE...

Title: EVP

Date: 6/11/2021

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29			1. REQUISITION NUMBER	PAGE 1 of 3		
2. TASK ORDER AGREEMENT NO. CW91684	3. Award/Effective Date 16c.	4. CONTRACT NUMBER VA-130620-CAI	5. SOLICITATION NUMBER -----	6. SOLICITATION ISSUE DATE -----		
7. FOR SOLICITATION INFORMATION CONTACT Email: georgette.johnson@dc.gov	A. NAME Georgette Johnson		B. TELEPHONE (No Collect Calls) 202-727-1104		8. OFFER DUE DATE: -----	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 330 South Washington, D.C. 20001		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> COOP ARGREEMENT SIC: SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS Net 30 days		
5. CONTRACTOR / OFFEROR Computer Aid, Inc. 1390 Ridgeview Drive Allentown, PA 18104		16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003 www.vendorportal.dc.gov				
15A DUNS NO.	15B TAX ID NO.					
17. DELIVER TO Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003			18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	IT Contingent Labor Contract (VITA) See Attachment B Price Schedule		---	-----	-----	Minimum \$100,000 Maximum \$65,000,000
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.			26. TOTAL AWARD (FOR GOVT. USE ONLY) Minimum \$100,000 Maximum \$65,000,000			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE WSCA/NASPO CONTRACT IDENTIFIED IN BLOCK 4. DocuSigned by:			28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY (1)An applicable Court Order, if any (2) Contract document (3) Standard Contract Provisions (4) Contract attachments other than the Standard Contract Provisions THIS TASK ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE WSCA/NASPO CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 			30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)			
29B. NAME AND TITLE OF OFFEROR (TYPE OR PRINT) Abe Hunter		29C. DATE SIGNED 6/14/2021	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Derrick White Contracting Officer		30C. DATE SIGNED	

Task Order Agreement No. CW91684

1. SERVICES REQUIRED

The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), has a need for the Contractor, Computer Aid, Inc., to provide Information Technology (IT) temporary resources to supplement the need for IT staffing in District agencies.

2. COOPERATIVE AGREEMENT NUMBER

Virginia Information Technologies Agency (VITA) contract VA-130620-CAI

3. TASK ORDER CONTRACT NUMBER

CW91684

4. TERM OF CONTRACT

The base period of performance shall be from date of award through December 30, 2021.

5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address, and telephone number of the Contracting Officer for this task order is:

Derrick White
Office of Contracting and Procurement
441 4th Street, NW, Suite 330 South
Washington, D.C. 20001
Office: 202.724.5278
Email: derrick.white@dc.gov

6. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer, identified in Section 5. The CA(s) for this task order is:

Tehsin Faruk
Office of the Chief Technology Officer
200 I Street, SE, 4th Floor
Washington, D.C. 20003
Office: 202.715.3735
Email: Tehsin.Faruk@dc.gov

Jan Whitener
Office of the Chief Technology Officer

Task Order Agreement No. CW91684

200 I Street, SE, 4th Floor
Washington, D.C. 20003
Office: 202.724-5417
Email: Jan.Whitener@dc.gov

It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

7. ORDERING

Orders may place directly only through Contractor's approved Fulfillment Partners or through Contractor (only on an as-needed basis) for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

8. PAYMENT

8.1 The District will make payments in accordance with the terms of the Participating Addendum, Section 8, Payment.

9. INVOICE SUBMITTAL

9.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

9.2 The Contractor shall submit proper invoices monthly.

9.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

10. INVOICE PAYMENT

10.1 The District will make pay invoices in accordance with the terms of the Participating Addendum, Section 7, Invoice Payment.

11. ATTACHMENTS

- 11.1 Participating Addendum
- 11.2 Attachment A - Statement of Work
- 11.3 Attachment B - Price Schedule

Task Order Agreement No. CW91684

ATTACHMENT A Statement of Work

A.1 SCOPE

The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO) has a need for a Prime Contractor to provide Information Technology (IT) temporary resources to supplement the need for IT staffing in District agencies.

The Prime Contractor shall provide resources, as defined in the Participating Addendum (directly or through Subcontractors) on a not-to-exceed fully burdened hourly rate as established in Exhibit C of the Participating Addendum.

A.2 APPLICABLE DOCUMENTS

Not applicable.

A.3 DEFINITIONS

See Participating Addendum, Section 2, Definitions.

A.4 BACKGROUND

OCTO and other District agencies have ongoing needs to supplement their IT employees with contract staff, for various reasons such as conducting short-term projects and adding technology skills not represented among their employees. Since 2008, the District has met this additional IT staff augmentation need through a contract vehicle called "IT Staff Augmentation," or "ITSA." OCTO has served as the Contract Administrator on behalf of all District agencies who required a competed IT staff engagement.

The original ITSA contract met the District's need efficiently and effectively, but with room for improvement. This RFP seeks to improve upon the original ITSA vehicle. This RFP reflects a redesign of the ITSA contract to meet the District's IT contract staff needs through a vehicle that is simpler, more transparent, and delivers greater value to the District than the original ITSA contract.

A.5 REQUIREMENTS

A.5.1 The Prime Contractor shall:

1. Provide IT Resources to the District on demand, either directly or through Subcontractor, subject to the terms of this contract.
2. Provide a VMS to manage staff augmentation Resources, Subcontracting Network, reporting and accounts payable functionality that fully supports the facilitation of the terms and conditions as outlined in this solicitation.
3. Conduct the work using the Prime Contractor supplied VMS to seek, identify, evaluate, and procure Resources from registered sub-contractors on behalf of the District. Provide the District administrative and end-user access to the VMS.

Task Order Agreement No. CW91684

4. Provide key personnel as outlined in Participating Addendum.
5. Provide customer support staff as outlined in Participating Addendum.

A.5.2 The District reserves the right to hire any Resource, whether from the Prime Contractor or a Subcontractor, as a Full Time Equivalent (FTE) employee at any time without any additional charge to the District.

A.5.3 LABOR CATEGORIES
See Exhibit D of Participating Addendum.

A.5.4 SERVICE LEVEL AGREEMENT (SLA)
The Prime Contractor shall meet the required service levels as **established** in Exhibit B of the Participating Addendum.

Task Order Agreement No. CW91684**ATTACHMENT B
Price Schedule**

- B.1** The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO) has a need for the Contractor, Computer Aid, Inc., to provide Information Technology (IT) temporary resources to supplement the need for IT staffing in District agencies.
- B.2** The District contemplates award of an Indefinite Delivery – Indefinite Quantity Task Order.

B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section 7. The Prime Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Section B.3 Price Schedule in the maximum aggregate amount of \$65,000,000 for the contract period of performance. The District will order at least the minimum aggregate amount of \$100,000 for the contract period of performance.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after contract expired.

B.3 Price Schedule-Base Year

Contract Line Item No.	Item Description	Minimum Amount	Maximum Amount	CBE Allocation
0001	Labor Hour Type	\$100,000	\$45,000,000	95%
0002	Fixed Price Project (FPP)		\$20,000,000	Depending on each requirement
Total			\$65,000,000	

Task Order Agreement No. CW91684**B.4 Price List: Labor Hour**

Job Category	Skill Level	NTE/Fully Burdened Rate
Applications Systems Analyst	Entry	\$ 50.10
	Journeyman	\$ 55.87
	Senior	\$ 61.20
	Master	\$ 66.20
Applications Technical Specialist	Entry	\$ 79.07
	Journeyman	\$ 98.59
	Senior	\$ 117.82
	Master	\$ 126.66
Business Process Consultant	Entry	\$ 63.45
	Journeyman	\$ 75.47
	Senior	\$ 84.84
	Master	\$ 114.66
Business Systems Analyst	Entry	\$ 53.80
	Journeyman	\$ 63.85
	Senior	\$ 114.66
	Master	\$ 173.71
Computer Scientist	Entry	\$ 55.15
	Journeyman	\$ 64.32
	Senior	\$ 71.53
	Master	\$ 77.05
Computer Forensic & Intrusion Analyst	Entry	\$ 61.66
	Journeyman	\$ 71.92
	Senior	\$ 79.24
	Master	\$ 84.60
Configuration Management Specialist	Entry	\$ 52.23
	Journeyman	\$ 62.06
	Senior	\$ 68.96
	Master	\$ 73.91
Customer Support	Entry	\$ 24.01
	Journeyman	\$ 26.38
	Senior	\$ 29.31
	Master	\$ 45.49

Task Order Agreement No. CW91684

Job Category	Skill Level	NTE/Fully Burdened Rate
Cyber Security Engineer	Entry	\$ 80.50
	Journeyman	\$ 93.86
	Senior	\$ 123.99
	Master	\$ 143.42
Database Administrator	Entry	\$ 57.11
	Journeyman	\$ 66.75
	Senior	\$ 74.01
	Master	\$ 105.69
Data Architect	Entry	\$ 60.83
	Journeyman	\$ 70.63
	Senior	\$ 78.16
	Master	\$ 109.32
Data Warehousing Specialist	Entry	\$ 60.17
	Journeyman	\$ 69.97
	Senior	\$ 77.33
	Master	\$ 109.32
Database Specialist	Entry	\$ 53.91
	Journeyman	\$ 63.07
	Senior	\$ 69.96
	Master	\$ 75.32
Disaster Recovery Specialist	Entry	\$ 61.66
	Journeyman	\$ 71.92
	Senior	\$ 79.24
	Master	\$ 84.60
Enterprise Architect	Entry	\$ 75.83
	Journeyman	\$ 88.73
	Senior	\$ 98.92
	Master	\$ 138.47
Enterprise Resource Planning (ERP) Analyst	Entry	\$ 54.01
	Journeyman	\$ 61.40
	Senior	\$ 67.44
	Master	\$ 72.53
ERP Business/Architectural Specialist	Entry	\$ 75.83

Task Order Agreement No. CW91684

Job Category	Skill Level	NTE/Fully Burdened Rate
	Journeyman	\$ 88.73
	Senior	\$ 98.92
	Master	\$ 106.75
Financial Analyst	Entry	\$ 51.74
	Journeyman	\$ 57.68
	Senior	\$ 62.87
	Master	\$ 67.41
Geographic Information System (GIS) Analyst/Programmer	Entry	\$ 33.42
	Journeyman	\$ 51.55
	Senior	\$ 58.34
	Master	\$ 87.24
Groupware Specialist	Entry	\$ 75.83
	Journeyman	\$ 88.73
	Senior	\$ 98.92
	Master	\$ 106.75
Hardware Engineer	Entry	\$ 55.13
	Journeyman	\$ 64.11
	Senior	\$ 71.11
	Master	\$ 76.09
Help Desk Specialist	Entry	\$ 30.42
	Journeyman	\$ 35.02
	Senior	\$ 37.70
	Master	\$ 39.38
Information Assurance/Security Specialist	Entry	\$ 67.49
	Journeyman	\$ 87.24
	Senior	\$ 109.32
	Master	\$ 127.07
Information Specialist/Knowledge Engineer	Entry	\$ 56.94
	Journeyman	\$ 67.39
	Senior	\$ 75.24
	Master	\$ 81.32
Infrastructure/Network Architect	Entry	\$ 72.23

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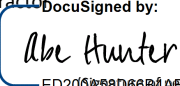
Job Category	Skill Level	NTE/Fully Burdened Rate
	Journeyman	\$ 84.05
	Senior	\$ 93.30
	Master	\$ 100.50
Infrastructure Technical Specialist	Entry	\$ 80.50
	Journeyman	\$ 93.86
	Senior	\$ 123.99
	Master	\$ 143.42
IT Consultant	Entry	\$ 63.45
	Journeyman	\$ 75.47
	Senior	\$ 84.84
	Master	\$ 138.46
Mobile App Developer	Entry	\$ 70.76
	Journeyman	\$ 81.42
	Senior	\$ 88.92
	Master	\$ 94.89
Modeling and Simulation Specialist	Entry	\$ 62.66
	Journeyman	\$ 72.80
	Senior	\$ 80.31
	Master	\$ 86.04
Network Engineer/Specialist	Entry	\$ 40.64
	Journeyman	\$ 47.52
	Senior	\$ 56.46
	Master	\$ 75.56
Program Manager	Entry	\$ 67.43
	Journeyman	\$ 78.57
	Senior	\$ 87.07
	Master	\$ 143.70
Project Manager	Entry	\$ 52.35
	Journeyman	\$ 60.99
	Senior	\$ 68.22
	Master	\$ 73.19
Quality Assurance Specialist	Entry	\$ 39.34
	Journeyman	\$ 46.25
	Senior	\$ 51.27

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Job Category	Skill Level	NTE/Fully Burdened Rate
	Master	\$ 71.11
Research Analyst	Entry	\$ 58.36
	Journeyman	\$ 67.63
	Senior	\$ 75.07
	Master	\$ 80.95
	Entry	\$ 75.83
Subject Matter Expert - Technology Specific	Journeyman	\$ 88.73
	Senior	\$ 98.92
	Master	\$ 114.66
	Entry	\$ 49.76
System Administrator	Journeyman	\$ 57.99
	Senior	\$ 64.70
	Master	\$ 70.37
	Entry	\$ 54.68
Systems Engineer	Journeyman	\$ 63.60
	Senior	\$ 70.53
	Master	\$ 75.42
	Entry	\$ 43.67
Technical Editor	Journeyman	\$ 50.68
	Senior	\$ 56.25
	Master	\$ 61.04
	Entry	\$ 48.64
Technical Writer	Journeyman	\$ 57.35
	Senior	\$ 63.54
	Master	\$ 68.46
	Entry	\$ 52.38
Test Engineer	Journeyman	\$ 60.87
	Senior	\$ 67.42
	Master	\$ 72.34
	Entry	\$ 38.13
Training Specialist	Journeyman	\$ 44.87
	Senior	\$ 49.82

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Job Category	Skill Level	NTE/Fully Burdened Rate
	Master	\$ 53.51
Voice/Data Communications Engineer	Entry	\$ 52.06
	Journeyman	\$ 61.04
	Senior	\$ 87.24
	Master	\$ 101.78
	Entry	\$ 30.87
Web Content Analyst	Journeyman	\$ 36.22
	Senior	\$ 40.32
	Master	\$ 58.25
	Entry	\$ 40.86
Web Designer	Journeyman	\$ 47.48
	Senior	\$ 53.00
	Master	\$ 57.74
	Entry	\$ 55.98
Web Developer	Journeyman	\$ 63.58
	Senior	\$ 70.54
	Master	\$ 77.00
	Entry	\$ 55.98

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number		Page of Pages	
		CW91684		1	1
2. Amendment/Modification Number M001		3. Effective Date 16c		4. Requisition/Purchase Request No.	
6. Issued by: Office of Contracting and Procurement 441 4 th Street, N.W., Suite 330 South Washington, D.C. 20001		Code		7. Administered by (If other than line 6) Office of the Chief Technology Officer 200 I Street, S.E., 5 th Floor Washington, D.C. 20003	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Computer Aid, Inc. 1390 Ridgeview Drive Allentown, PA 18104				5. Solicitation Caption IT Contingent Labor Contract (VITA)	
				9A. Amendment of Solicitation No.	
				9B. Dated (See Item 11)	
				10A. Modification of Contractor/Order No. CW91684	
		x		10B. Dated (See Item 13) July 6, 2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority):					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of: 27 DCMR, Chapter 36, 3601.3 (a)					
x C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2 (c)					
D. Other (Specify type of modification and authority) 27 DCMR Chapter 20, 2008, Option Exercise					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
Contract CW91684 is hereby modified as follows:					
Attachment B, Section B.4, Price List: Labor Hour: Inserts the following Job Categories and their associated skill categories.					
Job Category		Skill Level		NTE/Fully Burdened Rate	
Administrative Support		Entry		\$ 28.42	
		Journeyman		\$ 32.48	
		Senior		\$ 35.76	
		Master		\$ 38.85	
Applications Architect		Entry		\$ 72.06	
		Journeyman		\$ 82.75	
		Senior		\$ 100.06	
		Master		\$ 107.66	
Applications Developer		Entry		\$ 47.95	
		Journeyman		\$ 61.71	
		Senior		\$ 70.05	
		Master		\$ 84.19	
15A. Name and Title of Signer (Type or print) Abe Hunter Evp			16A. Name of Contracting Officer Derrick White		
15B. Name of Contractor DocuSigned by:  Abe Hunter ED206A58D6684AE Person authorized to sign		15C. Date Signed 7/30/2021		16B. District of Columbia	
				16C. Date Signed	
				(Signature of Contracting Officer)	