



**DISTRICT OF COLUMBIA**  
**STRATEGIC TEAMING AND RESOURCING CONTRACT**  
**AMENDMENT #2022-02 TO SUPPLIER AGREEMENT**  
**EFFECTIVE DATE: 08/15/2022**

This Amendment serves to notify Supplier that the terms and conditions of the District of Columbia Strategic Teaming and Resourcing Contract Supplier Agreement between Computer Aid, Inc. and Supplier for the District of Columbia’s Strategic Teaming and Resourcing Contract have been revised as follows:

1. The contract shall now include the option to procure fixed price project services.
2. The Supplier Agreement has been modified to include language governing fixed price project services.
3. Section 1, Information Technology Services, has been revised as follows:

***Information Technology Services:***

***On the terms and conditions set forth herein, Contractor hereby engages Supplier to perform information technology services on a time and materials basis and/or fixed price, project basis for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Supplier hereby accepts such engagement. Supplier 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 Customer, in its sole discretion, of any one or more Supplier Employees, Contractor shall provide required information for each requirement in accordance with the procedures set forth in Exhibit B.***

**Time and Materials Services** - Information will include at a minimum the following:

- I. the name(s) of the Supplier Employee(s) needed by Contractor (each, an “Assigned Employee”);
- II. the name and location of the Customer for which the Assigned Employee shall work;
- III. the description of skills required and preferable.
- IV. the tasks to be performed by each Assigned Employee;
- V. the start and end date for which Contractor will utilize each Assigned Employee; and
- VI. the hourly fee paid to Supplier by Contractor, which fee shall be in accordance with the Rate Schedule in Exhibit B.

**Fixed Price Project Services** – Information will include the following:

- I. description of the scope of services to be provided;
- II. description of the team performing the work;
- III. description of the Solution which meets the requirements set forth by the Customer;
- IV. description of each deliverable and deliverable acceptance criteria for each fixed price deliverable;
- V. delivery schedule and the fixed price deliverable payment amounts.



4. Section 3, Compliance, has been revised to include the following language:

Contractor reserves the right to require additional insurance coverage based on the responsibilities associated with the requirement or project, which shall be noted on the requirement or within the project Statement of Requirements.

5. Section 4, Compensation, has been revised as follows:

**Compensation:**

**Time and Materials Services** - Contractor agrees to pay Supplier the rates set forth in Exhibit D, or as Exhibit D may be modified by a rate change, for all Customer-Approved billable hours for services rendered by Supplier during the term of this Agreement or as revised by 4.5. Fees for any renewal of this Agreement shall be as mutually agreed by parties. Supplier employee must enter time into the Customer timekeeping system of record on a weekly basis or as directed by the Contractor or Customer. This approved time will be imported into the VMS on a weekly basis. In the event of a conflict between the invoice and the approved time imported into the VMS, the approved time imported into the VMS shall prevail.

**Fixed Price Project Services** - Contractor agrees to pay Supplier the fixed price deliverable rates set forth in the selected SOW less the MSP fee for all deliverables approved by the Authorized User within the VMS. MSP fee shall be noted within the Statement of Requirements. Supplier must submit invoices for milestones within the VMS for Customer approval once completed. The deliverable will not be considered valid until the invoice has been approved by the Customer within the VMS.

4.1. **Payment Terms – Time and Materials Services**

**Pay when Paid Net 7 Days Option** - Supplier is not required to submit invoices to the Contractor. Contractor shall use its best efforts to pay all Customer approved time for the month seven days from the receipt of payment from the Customer. (example: Payment from customer for time from May 1 through May 31 was received by Contractor on July 1st. Payment to Supplier would be paid by July 8th).

**3%/2 Day Option** - Supplier 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 Supplier, it cannot be changed by Supplier for a period of six months. To be clear, if the Supplier 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 seven days from the receipt of payment from the Customer at its sole discretion.

**1%/ 15 Day Option** - Supplier 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 Supplier, it cannot be changed by Supplier for a period of six months. To be clear, if the Supplier 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 seven days from the receipt of payment from the Customer at its sole discretion.

4.2. **Payment Terms – Fixed Price Project Services** - Payment terms are seven days from the receipt of payment from Customer, and receipt of valid invoice for Customer approved fixed price deliverables, whichever comes later. Contractor shall use its best efforts to invoice the Customer within seven (7) days from the receipt of a valid invoice from the Supplier. The Contractor will use commercially reasonable efforts to enforce payment from the Customer.

4.3. Supplier 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.

4.4. This Agreement does not entitle Supplier to any reimbursement of expenses.

4.5. 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 Supplier's billing rate to CAI. If CAI advises Supplier of a revision to billing rates, Supplier shall have the option to either (a) agree to the revised rate, or (b) elect to withdraw the resource from the assigned job. The Supplier may not compel CAI to pay the original rate agreed to in the Agreement.

4.6. If a Supplier employee begins work at Customer, and the Customer determines within the first two weeks (10 business days) that the Supplier employee does not have the skills or capabilities necessary to complete the job as requested in the original requirement, or the Supplier 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 Supplier employee.

6. Section 12, Non-solicitation of Contractor's Customers, has been revised as follows:

The Supplier agrees that Supplier or their employees may not solicit Customer or any Customer agencies for Staff Augmentation or Statement of Work services that have been referred to Contractor by Customer and are intended to be released as a requirement 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. Supplier further agrees that it will not use any information regarding customers or Suppliers of Contractor which it may obtain during the course of this Agreement. The prohibitions contained herein shall continue for a period of one (1) year from the date of the termination of this Agreement, or upon termination of Contractor's contract with Customer, whichever is earlier. This Agreement does not restrict or preclude the ability of the Supplier to perform (a) any of its current contracts, or any options or extensions of those contracts, with the Customer or any of its agencies; (b) services for the Customer that are different or new from any performed under this Agreement; or (c) work for Customer agencies which the Supplier was not introduced to by Contractor so long as the Supplier is in compliance with the Conflict of Interest provision of this Agreement.

The remainder of the terms and conditions contained within the District of Columbia Strategic Teaming and Resourcing Contract Supplier Agreement between Computer Aid, Inc. and Supplier for the District of Columbia's Strategic Teaming and Resourcing Contract remain unchanged and shall remain in full force and effect.

**Acceptance of Amendment**

By continued participation in the District of Columbia Strategic Teaming and Resourcing Contract Supplier Agreement between Computer Aid, Inc. and Supplier for the District of Columbia's Strategic Teaming and Resourcing Contract following notification of Amendment #2022-02 and/or receipt and review of this Amendment, Supplier indicates its acceptance of the revisions outlined within this Amendment, with the effective date shown above.

Should Supplier NOT desire to accept the revisions outlined within this Amendment, Supplier must provide written notice as outlined within Paragraph 18 of the Supplier Agreement, and the Supplier Agreement shall be terminated as per the Supplier Agreement Clause 11: Termination.