

EXHIBIT A-1

Form of Time and Materials Task Order

Task Order No. [__]

Time & Materials Task Order

[TITLE]

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Task Order No. []

Time & Materials Task Order

[TITLE]

This Task Order No. [] (this “Task Order”) is entered into as of [], 20__ (the “Effective Date”) under that certain Master Services Agreement between Client and Contractor dated as of [], 20__ (the “MSA”), and describes certain Services under the MSA. Capitalized terms used herein but not defined shall have the meanings set forth in the MSA.

I. Summary

This is a T&M Task Order. This Task Order describes T&M Services in relation to [].

The term of this Task Order is [].

II. Services

A. Description of Services

The Services under this Task Order are as generally described in Exhibit []. All provisions in this Task Order and the provisions of the MSA that are applicable to T&M Services shall apply to the performance of the Services described in Exhibit [], notwithstanding the performance of any such Services prior to the Effective Date of this Task Order.

B. Staffing Plan

Contractor shall deliver to Client an initial staffing plan for this Task Order which will cover the period beginning on October 6, 2014. For the avoidance of doubt, the provisions of Section 22.1(a) of the MSA shall only apply prospectively. The Project Managers will review the staffing plan on a weekly basis during the term of this Task Order and will agree to any increases or decreases in staffing levels, as well as any Excess Hours that will be permitted by Non-Exempt Employees.

C. Invoicing and Payment

Invoices for Services provided under this Task Order shall be in Excel format, the form of such invoice to be mutually agreed between the parties. Without limiting the foregoing, invoices must contain the following:

- Contractor’s name and address; invoice date; MSA number; name, title, phone number, and email and mailing address of the individual to be notified in the event of a questions concerning the invoice(s);
- the name, labor category and rate of each resource delivering Services during the period

covered by the invoice; and

- the following detail with respect to Services performed by each resource: either (i) for Services performed on or prior to September 30, 2014, the total number of hours the resource performed for Services under this Task Order for the month covered by the invoice, or (ii) for Services performed after September 30, 2014, the dates and number of hours by day that the resource performed for Services under this Task Order for the month covered by the invoice; and
- total amount charged on a monthly basis for each resource.

In addition, with respect to invoices for Other Costs (as defined below), except for Per Diem Allowances (as defined below), Contractor must provide a monthly summary of Other Costs per person by expense category. Expense categories will include Airfare, Lodging/Hotel/Apartment, Lodging Tax, Travel Day Per Diem, Non-Travel Day Per Diem, Parking/Tolls, Personal Car Mileage, Taxi/Shuttle, Car-Rental, Gas-Rental Cars, and Other Travel Expenses. "Per Diem Allowances" means allowances for meals and incidental expenses paid to resources that are required to travel in order to perform Services under this Task Order, which will be paid for the 02108 zip code in accordance with the rates specified by the U.S. General Services Administration (<http://www.gsa.gov/portal/category/100120>). Partial per diems, not full per diems, will be used for travel days. When claiming reimbursement for Per Diem Allowances, Contractor shall provide the name of the applicable resource and the days on which he/she was traveling for the applicable period.

Client shall pay Contractor for the Services provided and listed in Exhibit A in accordance with the invoicing and payment provisions of the MSA and the Commonwealth Terms. Client shall review and pay invoices in accordance with the time frames set forth in the Commonwealth Terms. Notwithstanding the foregoing, for invoices relating to Services performed prior to the Effective Date of this Task Order, the parties agree that Client will review, accept, and pay invoices within sixty (60) calendar days after receipt.

Client shall have the right to conduct sample-based reviews of invoices provided under this Task Order. To facilitate such sample-based reviews, Client may request and Contractor shall provide to Client detail to substantiate the hours and expenses invoiced. Should any review by Client reveal that there was an overpayment by Client, Contractor shall provide Client with a credit on future invoices under the Agreement in an amount equal to the overage. If, as a result of an audit by Client, it is determined that Contractor overcharged Client five percent (5%) or more on any given invoice, Contractor will reimburse Client for its costs and expenses associated with the audit.

D. Not-to-Exceed Price

This Task Order includes a Not-to-Exceed Price ("NTE Price") of [_____]. The NTE Price constitutes a ceiling that Contractor may not exceed without Client's prior written approval. The NTE Price includes all hourly professional fees incurred in the performance of the Services plus other costs incurred in performing the Services, including, but not limited to, all travel and related out-of-pocket expenses ("Other Costs").

III. Project Management

A. Project Managers

The Project Managers for Contractor and Client for this Task Order are set forth below:

Contractor: [_____]

Client: [_____]

B. Key Personnel

The Key Personnel for this Task Order are set forth below:

[_____]

C. Core Project Team

The Core Project Team for this Task Order is set forth below:

[_____]

D. Key Subcontractors

The Key Subcontractors for this Task Order are set forth below:

[_____]

IV. Exhibits

Exhibit [] Services