

Official Tier 1 Subcontractor Agreement for IT Services

This subcontractor services agreement (the AGREEMENT) is between **TECH NERDS LLC**, a Florida company located at **1554 NW 183rd Ave Pembroke Pines, Florida 33029** and (the SUBCONTRACTOR) with an office located at _____,

ARTICLE 1: SCOPE OF SERVICES and TERM of AGREEMENT

On the terms and conditions set forth herein, SUBCONTRACTOR agrees to provide, and TECH NERDS LLC agrees to utilize contract personnel of SUBCONTRACTOR and its staff to perform services for TECH NERDS LLC in support of TECH NERDS LLC'S IT Staffing and Consulting Services Contract with numerous clients.

The term of this Agreement shall be for the duration of the project or one (1) year. This Agreement will renew automatically at the end of each project for a period of one (1) year at a time. Either party upon thirty (30) days written notice to the other party may terminate this Agreement.

ARTICLE 2: COMPENSATION

Compensation by TECH NERDS LLC to the SUBCONTRACTOR will be provided on **Net 30** terms. In most cases payments are made to subcontractors in 45 days or less depending on the client. All complete and correct invoices and timesheets are due from subcontractors at the end of each month. After the Net 30 terms have been satisfied Tech Nerds LLC will within 7 days wire or send payment to the subcontractor.

*Depending on the client (particularly U.S. Federal Government and International clients) **Net 60** terms may be put into effect. Each subcontractor will be notified in advance of these special conditions for consent before the placement of any candidates.

ARTICLE 3: TERMS OF PAYMENT

Payment by TECH NERDS LLC to SUBCONTRACTOR will be as follows:

A. INVOICING

The SUBCONTRACTOR must submit invoices and timesheets to TECH NERDS LLC for payment at the end of the month in the correct format Tech Nerds has required. ***In addition please note that a copy of all approved timesheets are due by 5pm Friday of each week to client and Tech Nerds LLC, any delay may result in a fee deducted from SUBCONTRACTOR of \$35 per/day until received.*** Please see attached sample. Invoices will be prepared in such format and supported by documentation as TECH NERDS LLC may reasonably require. Invoices will be reviewed and approved by TECH NERDS LLC in a timely fashion. **If you submit your invoices and timesheets late/incorrect then you will be paid late (no exceptions). So please be sure to have all of your invoices and timesheets submitted on time. You will have 30 days from initial receipt in which to reconcile invoices/timesheet after that time we will no longer take them for reconciliation.**

B. PAYMENT

Following receipt of reimbursement from the CLIENT, and subject to the terms of Article 4, payment will be made by TECH NERDS LLC to the SUBCONTRACTOR **within seven (7) days** for the approved amount of the invoice, less any retainage by the CLIENT, less any retainage specified elsewhere in this AGREEMENT but no later than 45 days in receipt of the invoice and no later than 75 days of the invoice for Federal Contracts/International Clients.

C. LIENS

SUBCONTRACTOR will promptly pay for all services, payroll, benefits, insurance, travel

expenses, labor, material, and equipment used or employed in the Scope of Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof, free and clear of mechanic's or other liens. Prior to receiving any payments provided in A. or B. of Article 3, SUBCONTRACTOR may be required provide TECH NERDS LLC. with notification that no mechanic's liens or other liens have been filed, or notification that any such liens have been satisfied in full.

ARTICLE 4: OBLIGATIONS OF SUBCONTRACTOR

A. INDEPENDENT CONTRACTOR

SUBCONTRACTOR is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents including but not limited to timely payments and ensuring prompt timesheet management at the end of each week (please note that a copy of all approved timesheets are due by 5pm Friday of each week to client and Tech Nerds LLC). The SUBCONTRACTOR shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees. Nothing contained in this AGREEMENT will create any contractual relationship between CLINET SUBCONTRACTOR unless the SUBCONTRACTOR has a pre-existing relationship with the CLIENT.

B. LOWER TIER SUBCONTRACTS

Any proposed or existing subcontractors to SUBCONTRACTOR who will perform a portion of the Scope of Services hereunder (Lower Tier Subcontractor) must, before work is begun, be submitted to and approved in writing by TECH NERDS LLC. **SUBCONTRACTOR will and must bind all Lower Tier Subcontractors to the Provisions of this AGREEMENT as well as make timely payments to them. Any untimely payments to lower Tier Subcontractor(s) will result in Tech Nerds LLC deducting a fee of \$100 per/day/incident from SUBCONTRACTOR.**

Neither this AGREEMENT nor any Lower Tier Subcontract will create any contractual relationship between any Lower Tier Subcontractor and TECH NERDS LLC, nor any liability of TECH NERDS LLC to any Lower Tier Subcontractor.

C. PERFORMANCE

The standard of care applicable to SUBCONTRACTOR's services will be the degree of skill and diligence normally employed by others performing the same or similar services. The SUBCONTRACTOR will redo any services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, Tech Nerds LLC may cause the same to be corrected and deduct all costs incurred from SUBCONTRACTOR's compensation.

D. INSURANCE

The SUBCONTRACTOR will maintain throughout this AGREEMENT the following insurances and will, before starting the Scope of Services, submit your Certificate of Insurance (ACORD FORM) verifying such to **TECH NERDS LLC at HR@technerdsplus.com**:

- (1) **Bodily injury and property damage, \$2,000,000.00** per occurrence; **\$2,000,000.00** in aggregate.
- (2) **Worker's Compensation Insurance** in the statutory amount and Employer's Liability Insurance in an amount not less than **\$1,000,000.00** for all employees engaged in the Work. In case any such Work is sublet, the SUBCONTRACTOR will require the lower-tier subcontractor similarly to provide the same level of insurance for all the latter employees.
- (3) **Comprehensive Automobile and Vehicle Liability Insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with **\$300,000.00** combined single limits. *(If applicable)*

(4) **Commercial General Liability Insurance** covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the SUBCONTRACTOR or of any of its employees, agents, or subcontractors, with **\$2,000,000.00** per occurrence and in the aggregate.

(5) **Professional Errors and Omissions Insurance** of **\$1,000,000.00** per occurrence and in the aggregate.

TECH NERDS LLC and CLIENT will be named as an additional insured with respect to SUBCONTRACTOR's and any lower tier subcontractor's liabilities hereunder in insurance coverages identified in items (1), (4) and (5), and SUBCONTRACTOR waives subrogation against OWNER and TECH NERDS LLC, their officers, affiliates, employees, agents, and subcontractors and will require similar waivers from any lower tier subcontractors as to said policies. Such insurance shall be primary coverage to TECH NERDS LLC and CLIENT.

All insurance certificates will state that the insurance carrier will give TECH NERDS LLC thirty (30) days notice of any cancellation or material change of the policies.

In the event work is performed by a lower-tier Subcontractor, SUBCONTRACTOR shall be responsible for any liability arising directly or indirectly out of the work performed that is not otherwise covered by the Lower-Tier Subcontractor's insurance.

E. INDEMNIFICATION

(1) SUBCONTRACTOR agrees to indemnify TECH NERDS LLC from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence of SUBCONTRACTOR's employees, affiliated corporations, officers, and subcontractors in connection with the PROJECT.

F. CODES, LAWS, AND REGULATIONS

SUBCONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT.

G. PERMITS, LICENSES, AND FEES (if applicable)

SUBCONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the SUBCONTRACTOR's performance of the Scope of Services and will give all necessary notices.

H. PUBLICITY

SUBCONTRACTOR will not disclose the nature of its Scope of Services on the PROJECT, or engage in any other publicity or public media disclosures with respect to this PROJECT without the prior written consent of TECH NERDS LLC.

I. KEY PERSONNEL

The SUBCONTRACTOR will provide qualified personnel to perform the Scope of Services. The SUBCONTRACTOR will not change or reassign any of the designated key personnel without the written approval of TECH NERDS LLC.

J. COPIES OF DATA (if applicable)

One legible copy each of all intellectual data, trouble tickets, field notes, log book pages, technical data, computations, designs and other instruments of service prepared under the terms of this AGREEMENT will be delivered by the SUBCONTRACTOR to TECH NERDS LLC upon completion of the Scope of Services.

K. ADDITIONAL ASSIGNMENTS

The SUBCONTRACTOR will not separately solicit or accept any assignment from the CLIENT (or from a third party providing materially similar services as TECH NERDS LLC. to CLIENT) directly related to the PROJECT during the life of the CONTRACT and for a period of 1 year after termination of the CONTRACT without TECH NERDS LLC.'S written approval unless the

SUBCONTRACTOR has a pre-existing relationship with the CLIENT.

L. ACCESS TO RECORDS

The SUBCONTRACTOR will maintain accounting records, in accordance with Generally Accepted Accounting Principles (GAAP) and practice, to substantiate all invoiced amounts. Said records will be available for examination by TECH NERDS LLC during SUBCONTRACTOR's normal business hours for a period of 4 years after SUBCONTRACTOR's final invoice to the extent required to verify the costs incurred hereunder.

M. SUSPENSION OF WORK

The SUBCONTRACTOR will, upon written notice from TECH NERDS LLC, suspend, delay or interrupt all or a part of the Scope of Services. In such event, the SUBCONTRACTOR will resume the Scope of Services upon written notice from TECH NERDS LLC, and an appropriate extension of time will be mutually agreed upon and added to the SUBCONTRACTOR's time of performance.

N. HAZARDOUS OR TOXIC SUBSTANCES

If this AGREEMENT involves hazardous or toxic substances, the following apply:

- (1) SUBCONTRACTOR will be indemnified for losses, damages, personal injuries, or death claims only to the extent that TECH NERDS LLC is reimbursed for such indemnification by the OWNER.
- (2) SUBCONTRACTOR will strictly comply with all safety or training requirements promulgated or required for the PROJECT.

O. EQUAL OPPORTUNITY

To the extent applicable hereto, SUBCONTRACTOR will in the performance of this AGREEMENT comply with the Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act--Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Laws 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including, but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8, and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, part 52, Subsection 222-21 before execution of this AGREEMENT.

- (1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. or provisions of any superseding E.O. As used in said clause, "Contractor" means SUBCONTRACTOR.
- (2) The affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means SUBCONTRACTOR.
- (3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means SUBCONTRACTOR and "Contract" means this AGREEMENT.

P. SCHEDULE

The schedule and/or terms of completion for the performance of services under this AGREEMENT shall be as specified in the Scope of Services. In the event that SUBCONTRACTOR or TECH NERDS LLC estimates that SUBCONTRACTOR will fail to meet a mutually agreed upon schedule or time of completion and SUBCONTRACTOR does not propose a solution satisfactory to TECH NERDS LLC, TECH NERDS LLC may require SUBCONTRACTOR to implement any or all of the following:

- (1) Extend its services day to 10 hours or more.
- (2) Extend its services week to 6 or 7 days.

- (3) Increase the work force.
- (4) Provide and utilize additional equipment and facilities.

The SUBCONTRACTOR will continue the accelerated services until such time as TECH NERDS LLC determines that progress conforms to the schedule completion time. All additional costs of the accelerated effort will be borne solely by the SUBCONTRACTOR unless a change in Scope of Services can be shown.

Q. MONTHLY PROGRESS REPORT

SUBCONTRACTOR will provide, if requested by TECH NERDS LLC, a monthly progress report to TECH NERDS LLC in a form and covering information as required by TECH NERDS LLC.

R. INSPECTION

TECH NERDS LLC reserves the right, but not the obligation, at all reasonable times to inspect or otherwise evaluate the work performed or being performed by SUBCONTRACTOR and the premises on which it is being performed.

S. WORKING FILES

SUBCONTRACTOR will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT as it relates to a specific Task Order. SUBCONTRACTOR will provide copies of the information contained in its working files to TECH NERDS LLC upon request of TECH NERDS LLC.

T. COMMUNICATIONS WITH CLIENT

All of the SUBCONTRACTOR's written or verbal communication with or to the CLIENT, or with federal, state, or local agencies, relative to work under this AGREEMENT must be through or with the knowledge of TECH NERDS LLC.

U. COMMUNICATIONS WITH TECH NERDS LLC

All notices or communications required to be given by SUBCONTRACTOR to TECH NERDS LLC under this AGREEMENT must be made in writing, and sent certified mail to TECH NERDS LLC at 1554 NW 183rd Ave Pembroke Pines, Florida 33029.

ARTICLE 5: OBLIGATIONS OF TECH NERDS LLC

A. TIMELY REVIEW (if applicable)

TECH NERDS LLC will examine the SUBCONTRACTOR's studies, reports, proposals, and other project-related documents and render decisions required by SUBCONTRACTOR in a timely manner. All review timelines for each deliverable will be specified in each SOW or task Order.

B. PROMPT NOTICE

TECH NERDS LLC will give written notice to SUBCONTRACTOR whenever TECH NERDS LLC observes or becomes aware of any development that affects the scope or timing of SUBCONTRACTOR's Scope of Services, or any defect in the work of the SUBCONTRACTOR.

C. TECHNICAL GUIDANCE AND INFORMATION TRANSFER

(1) TECH NERDS LLC may, at its sole discretion, provide technical guidance on subcontract performance. Technical guidance may include:

- Guidance that assists the SUBCONTRACTOR in accomplishing the Scope of Services.

- Review comments on deliverables.
- Copies of technical guidance documents relative to work under this AGREEMENT, as they are made available to TECH NERDS LLC.
- Technical guidance will be issued in writing or, after verbal issuance, confirmed in writing.

(2) TECH NERDS LLC may also, at its sole discretion, provide the SUBCONTRACTOR with documents, forms, procedures, AGREEMENT's, and other items specifically developed for use on this PROJECT for the SUBCONTRACTOR's information. The SUBCONTRACTOR agrees to assume the full liability arising out of the improper use of any information provided by TECH NERDS LLC.

D. FURNISHING DATA (if applicable)

TECH NERDS LLC will provide the SUBCONTRACTOR technical data in its possession, including, but not limited to, previous reports, maps, surveys, borings, and other information relating to the SUBCONTRACTOR's Scope of Services on the PROJECT.

E. CHANGES

TECH NERDS LLC may, by written order only, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Scope of Services. SUBCONTRACTOR will immediately, upon knowledge of any potential changes (including actions, inaction's and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify TECH NERDS LLC of such changes and will request written disposition.

The SUBCONTRACTOR will not proceed with any changes unless notified to proceed in writing by TECH NERDS LLC.

Nothing herein will be construed as relieving the SUBCONTRACTOR of its obligations to perform, including without limitation, the failure of the parties to agree upon the SUBCONTRACTOR entitlement to, or the amount of, any adjustment in time or compensation.

Any claim by the SUBCONTRACTOR for an adjustment under this paragraph must be asserted in writing fully supported by factual information to TECH NERDS LLC, within 30 days from the date of receipt by the SUBCONTRACTOR of the written change authorization from TECH NERDS LLC or within such extension of that 30-day period as TECH NERDS LLC, in its sole discretion, may grant in writing at SUBCONTRACTOR's request prior to expiration of said period.

If the Scope of Services is reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

F. AUTHORITY OF TECH NERDS LLC

The authority and responsibility of TECH NERDS LLC are limited to the provisions set forth in this AGREEMENT. TECH NERDS LLC will have the authority to reject any part of the services rendered whenever such rejection may be necessary to ensure execution of the Scope of Services in accordance with the intent of Article 4C. SUBCONTRACTOR will be compensated for all approved work performed by the CLIENT.

ARTICLE 6: GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

Except when otherwise authorized in writing by TECH NERDS LLC, all drawings, specifications, technical data, digital data, and other information furnished to SUBCONTRACTOR either by TECH NERDS LLC or the OWNER or developed by SUBCONTRACTOR or others in connection with the Scope of Services are, and will remain, the property of TECH NERDS LLC or OWNER and may not be copied or otherwise reproduced or used in any way except in connection with the Scope of Services or disclosed to third parties or used in any manner detrimental to the interests of TECH NERDS LLC or OWNER.

B. ASSIGNMENTS

This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Unless otherwise provided in this AGREEMENT or Task Order, execution of a Task Order by TECH NERDS LLC will be authorization for SUBCONTRACTOR to proceed with the Scope of Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the SUBCONTRACTOR AND TECH NERDS LLC. and has no third party beneficiaries.

G. JURISDICTION, VENUE, AND DISPUTE RESOLUTION

The law of Florida shall govern the validity of the AGREEMENT, its interpretation and any claims related to it. Either arbitration or litigation, at the sole discretion of TECH NERDS LLC, shall be available as a dispute resolution mechanism relating to any issues arising under this AGREEMENT. Venue for any such arbitration or litigation shall be in Broward County, Florida. In the event SUBCONTRACTOR is found to be in violation of any of its obligations under this AGREEMENT, SUBCONTRACTOR shall pay all of TECH NERDS LLC'S reasonable attorney fees and costs.

H. SOLICITING EMPLOYMENT

Neither party to this AGREEMENT will solicit an employee of the other party, nor hire or make an offer of employment to an employee of the other party, without prior written consent of the other party, during the time this AGREEMENT is in effect. **TECH NERDS LLC/Client shall have the right to offer employment to Subcontractor's employee(s) without paying a conversion fee after the employee(s) has/have provided six (6) months' of service to Client.**

I. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

J. TERMINATION

(1) TERMINATION

All or part of this AGREEMENT may be terminated upon thirty (30) days written notice by either the Subcontractor or TECH NERDS LLC. In such event, the SUBCONTRACTOR will be entitled to compensation for Services competently performed up to the date of termination as determined at the discretion of TECH NERDS LLC. The SUBCONTRACTOR will not be entitled to compensation for Services not performed. In the event the SUBCONTRACTOR'S employee should leave the employ of SUBCONTRACTOR, SUBCONTRACTOR will provide a comparable replacement within 2 weeks and will suspend charges for the replacement for two weeks after the new employee begins work.

(2) TERMINATION FOR DEFAULT

TECH NERDS LLC may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the SUBCONTRACTOR fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of TECH NERDS LLC, becomes financially or legally incapable of completing the Work and does not correct such to TECH NERDS LLC'S reasonable satisfaction within a period specified by the CLIENT. If after notice of termination, it is determined for any reason that the SUBCONTRACTOR was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the SUBCONTRACTOR and its staff will not be entitled to any additional compensation, all become null and void.

Regardless of the cause of termination the SUBCONTRACTOR shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field or other notes, log book pages, terminal data, computations and designs.

The rights and remedies of TECH NERDS LLC provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

K. DELAYS AND EXTENSION OF TIME

If the SUBCONTRACTOR is delayed in the progress of the Scope of Services by any act or neglect of the OWNER, TECH NERDS LLC., or by any separate subcontractor employed by TECH NERDS LLC, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the SUBCONTRACTOR will, within **forty-eight (48) hours** of the start of the occurrence, give notice to TECH NERDS LLC of the cause of the potential delay and estimate the possible time extension involved. Within seven (7) working days after the cause of delay has been remedied, the SUBCONTRACTOR will give notice to TECH NERDS LLC of any actual time extension requested as a result of the aforementioned occurrence.

The AGREEMENT time may then be extended by Change Order for such reasonable time as TECH NERDS LLC determines. It is agreed that no claim will be made or allowed for any damages that may arise out of any delay caused by the above referenced acts or occurrences, other than claims for the appropriate extension of time.

No extension of time will be granted to the SUBCONTRACTOR for delays occurring to parts of the Scope of Services that have no measurable impact on the completion of the total Scope of Services under this Agreement.

No extension of time will be considered for weather conditions normal to the area in which the

Scope of Services is being performed. Unusual weather conditions, if determined by TECH NERDS LLC to be of a severity that would stop all progress, may be considered as cause for an extenuation of completion time.

Delays in delivery of equipment or material purchased by the SUBCONTRACTOR or its subcontractors will not be considered as a just cause for delay. The SUBCONTRACTOR will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

ARTICLE 8: AGREEMENTS AND SIGNATURES

A. AGREEMENT

This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings, is valid for a period of one (1) year from execution, and may be changed only by written amendment executed by both parties.

Approved for

SUBCONTRACTOR

Accepted by

TECH NERDS LLC

By _____
(signature)

By _____
(signature)

Name

Name _____ **Robert Collins**

Title

Title Managing Member

Date

Date _____

ATTACHMENT A

Other Terms

Non Discrimination Provision. During the performance of this AGREEMENT, the SUBCONTRACTOR agrees as follows:

- (a) The SUBCONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicap, except where religion, sex, national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The SUBCONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the SUBCONTRACTOR, will state that the SUBCONTRACTOR is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this clause.

Official Tier 1 Subcontractor Agreement for IT Services – Addendum 1

ARTICLE 1: NEW TERMS & CONDITIONS STARTING UPON EXECUTION OF THE DATE BELOW.

Please read and initial beside each new stipulation showing your understanding and cooperation with the new rules and policies.

: 1. Any candidate you submit must be truly qualified. To some extent you should have **successfully screened your candidate(s)** to ensure that they truly have the technical skills, knowledge and abilities required. We have encountered numerous situations where a resume was submitted using "keywords" that we used on the Task Order just to propel their candidate into the final selection pool. Sadly enough when it came time for an interview the candidate knew absolutely nothing related to the specified subject matters whereas on their resume they claimed to have 8 years or more worth of experience.

: 2. When submitting your candidates from now on please put the Task Order Number in the Subject Heading so your candidate(s) are routed more effectively and more efficiently. For example: **Subject: SCML3421 - Data Architect** (this format is how your e-mails should come into us now)

: 3. We need a more diverse line-up of candidates. We need a nice mixture of U.S. citizens as well as H1-Bs to present to our clients. The Dept. of Homeland Security is becoming very critical about H-1B sponsorships and trying to justify the selection of one over an equally qualified U.S. citizen. Just mix it up a little when it comes to your candidate submissions just to make everything a fair and level playing field for all parties involved.

: 4. All resumes should have your candidate's full name on them not just a First Name or their Last Name and in some cases we have seen just their initials. Please do not use nicknames or alias names either. We need your **candidate's full legal name** as it would appear on a check.

: 5. Any candidate you submit must be willing to perform a face-to-face interview. (clients nor do we pay for travel expenses to conduct the interview). In most cases a phone interview is requested but if the client is impressed they most always request a follow-up interview in-person.

: 6. In terms of bill rates we need **more realistic hourly bill rates**. In some cases it's evident that there is a 3rd party filtration system involved somewhere. We've actually received resumes for the same exact candidate but at two totally different bill rates. For a JAVA Programmer, we received one candidate at \$43/hr. and the same candidate was presented by another Tier 1 at \$78/hr. We kindly ask that you ethically govern all of your submissions.

: 7. Any candidate submitted must be presented to us with all of the necessary paperwork or they will be **disqualified**. A resume and bill rate is regarded as an incomplete submission. I will inform you on each Task Order as to what exactly is required.

: 8. If our client selects your candidate for an interview we **MUST** be able to speak with them via telephone or via e-mail to ensure their ability to take the interview or somehow reschedule the interview to a date/time that is more feasible.

: 9. Going forward I have created an improved Status Update Sheet which will now give precise status information but more importantly will assist Tier 1s in their efforts to avoid overlaps and wasted

time. The actual Task Order Number in addition to the Position Title will now be displayed. It can become

confusing to you when there are 3 positions open for a Program Developer and you're not sure which one has already been submitted and which one is still open.

: 10. Please **notify us ASAP if your candidate is no longer available** so we can retract their candidacy for the position. This is a very tough decision to make. It doesn't help that a few clients are very slow in returning a response with respect to interview requests but we want to maintain a strong level of communication with all Tier 1s as well as our clients.

ARTICLE 2: AGREEMENTS AND SIGNATURES

A. AGREEMENT

This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings, is valid for a period of one (1) year from execution, and may be changed only by written amendment executed by both parties.

Approved for

SUBCONTRACTOR

Accepted by

TECH NERDS LLC

By _____
(signature)

Name

Title

Date

By _____
(signature)

Name **Robert Collins** _____

Title **Managing Member** _____

Date _____

Statement of Work (SOW)

SUBCONTRACTOR EMPLOYEE:

SUBCONTRACTOR EMAIL:

SUBCONTRACTOR PHONE:

JOB TITLE:

CUSTOMER NAME and LOCATION:

SUBCONTRACTOR EMPLOYEE SKILLS:

PROJECT / NATURE OF WORK TO BE PERFORMED:

PROJECT / ASSIGNMENT DURATION:

RATE TO SUBCONTRACTOR EMPLOYEE/INDEPENDENT CONSULTANT:

RATE TO SUBCONTRACTOR-CUBIC TECHNOLOGIES LLC:

START DATE and TIME:

TERMS:

Payments will be made by Tech Nerds to Subcontractor net 45 days after receipt of correct and accurate invoice and timesheets. Both are due at the end of each month. Invoices must be completed in our requested format only.

All invoices for more than 40 Hours per Week must be accompanied with written consent from Tech Nerds. Any hours over 40 Hours per week not accompanied by written consent from Tech Nerds will not be paid. If candidate/subcontractor is terminated for any reason additional monies due become null and void.

Subcontractor agrees that during the course of this Statement of Work and any extensions or renewals thereof, Subcontractor will not receive a rate increase unless a rate increase is approved and paid for by the Customer.