



## Official Tier 1 Subcontractor Agreement for I.T. Services

This subcontractor services agreement (the AGREEMENT) is between **MALL LOBBY.COM, INC.**, a Maryland corporation, with an office located at **1425 K Street, NW Suite 350 Washington, DC 20005** and \_\_\_\_\_, (the SUBCONTRACTOR) with an office located at \_\_\_\_\_.

### ARTICLE 1: SCOPE OF SERVICES

On the terms and conditions set forth herein, SUBCONTRACTOR agrees to provide and MALL LOBBY.COM, INC. agrees to utilize contract personnel of SUBCONTRACTOR and its staff to perform services for MALL LOBBY.COM, INC. in support of MALL LOBBY.COM, INC.'S I.T. Staffing and Consulting Services Contract with numerous clients.

### ARTICLE 2: COMPENSATION

Compensation by MALL LOBBY.COM, INC. 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 invoices are due from subcontractors at the end of each month and are to be processed by the client on the 7<sup>th</sup> of each month. After the Net 30 terms have been satisfied Mall Lobby.com, Inc. 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 but these are under rare circumstances. 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 MALL LOBBY.COM, INC. to SUBCONTRACTOR will be as follows:

#### A. INVOICING

The SUBCONTRACTOR must submit invoices to MALL LOBBY.COM, INC. for payment at the end of the month showing the Candidate's Name, Position Hired For, Bill Rate, Hours Worked each Week and the Grand Total of Hours for that Month. Such invoices will represent the value of the work completed since the antecedent invoice and will be prepared in such form and supported by documentation as MALL LOBBY.COM, INC. may reasonably require. Invoices will be reviewed and approved by MALL LOBBY.COM, INC. in a timely fashion. **If you submit your invoices late then you will be paid late (no exceptions). So please be sure to have all of your invoices submitted on time.**

#### B. PAYMENT

Following receipt of reimbursement from the CLIENT, and subject to the terms of Article 4, payment will be made by MALL LOBBY.COM, INC. 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.

#### 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 shall provide MALL LOBBY.COM, INC. with notification

that no mechanic's liens or other liens have been filed, or notification that any such liens have been satisfied in full.

#### **D. INTEREST**

Any interest received by MALL LOBBY.COM, INC. from the CLIENT for late progress payments or retainages will be shared with the SUBCONTRACTOR on a pro rata basis.

### **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. 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 CLIENT and SUBCONTRACTOR.

#### **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 MALL LOBBY.COM, INC.. **SUBCONTRACTOR will and must bind all Lower Tier Subcontractors to the Provisions of this AGREEMENT.**

**Neither this AGREEMENT nor any Lower Tier Subcontract will create any contractual relationship between any Lower Tier Subcontractor and MALL LOBBY.COM, INC., nor any liability of MALL LOBBY.COM, INC. 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, MALL LOBBY.COM, INC. may cause the same to be corrected and deduct all costs incurred from SUBCONTRACTOR's compensation.

Results reported from any laboratory services may undergo contract compliance and quality assurance reviews by MALL LOBBY.COM, INC.. For analysis that fail either of these reviews, the laboratory will be required, without further compensation, to reanalyze the samples to meet these requirements. If reanalysis is not possible, the laboratory will not be paid for the deficient analyses.

#### **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 **MALL LOBBY.COM, INC., 1425 K Street, NW, Suite 350, Washington, DC 20005:**

- (1) **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.
- (2) **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.
- (3) **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 **\$1,000,000.00** per occurrence and in the aggregate.

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

MALL LOBBY.COM, INC. 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 (2) and (3), and SUBCONTRACTOR waives subrogation against

OWNER and MALL LOBBY.COM, INC., 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 MALL LOBBY.COM, INC. and CLIENT.

All insurance certificates will state that the insurance carrier will give MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. 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**

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 MALL LOBBY.COM, INC..

#### **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 MALL LOBBY.COM, INC..

#### **J. COPIES OF DATA**

One legible copy each of all laboratory, field, or other notes, log book pages, and technical data, computations, designs and other instruments of service prepared under the terms of this AGREEMENT will be delivered by the SUBCONTRACTOR to MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. to CLIENT) directly related to the PROJECT during the life of the CONTRACT and for a period of six months after termination of the CONTRACT without MALL LOBBY.COM, INC.'S written approval.

#### **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 MALL LOBBY.COM, INC. during SUBCONTRACTOR's normal business hours for a period of 3 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 MALL LOBBY.COM, INC., 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 MALL LOBBY.COM, INC., 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 MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC., MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC., a monthly progress report to MALL LOBBY.COM, INC. in a form and covering information as required by MALL LOBBY.COM, INC..

#### **R. INSPECTION**

MALL LOBBY.COM, INC. 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. If any inspection or evaluation is made by MALL LOBBY.COM, INC. on the premises of SUBCONTRACTOR, SUBCONTRACTOR will provide all reasonable facilities and assistance for MALL LOBBY.COM, INC.' safety and convenience in the performance of the inspection. Such inspection or evaluation will not relieve the SUBCONTRACTOR of its obligations under this AGREEMENT.

#### **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. SUBCONTRACTOR will provide copies of the information contained in its working files to MALL LOBBY.COM, INC. upon request of MALL LOBBY.COM, INC..

#### **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 MALL LOBBY.COM, INC..

#### **U. COMMUNICATIONS WITH MALL LOBBY.COM, INC.**

All notices or communications required to be given by SUBCONTRACTOR to MALL LOBBY.COM, INC. under this AGREEMENT must be made in writing, and sent certified mail to MALL LOBBY.COM, INC. at 1425 K Street, NW, Suite 350, Washington, DC 20005.

### **ARTICLE 5: OBLIGATIONS OF MALL LOBBY.COM, INC.**

#### **A. TIMELY REVIEW**

MALL LOBBY.COM, INC. will examine the SUBCONTRACTOR's studies, reports, proposals, and other project-related documents and render decisions required by SUBCONTRACTOR in a timely manner.

#### **B. PROMPT NOTICE**

MALL LOBBY.COM, INC. will give written notice to SUBCONTRACTOR whenever MALL LOBBY.COM, INC. 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) MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC..

- Technical guidance will be issued in writing or, after verbal issuance, confirmed in writing.

(2) MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC..

#### **D. FURNISHING DATA**

MALL LOBBY.COM, INC. 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**

MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. of such changes and will request written disposition.

The SUBCONTRACTOR will not proceed with any changes unless notified to proceed in writing by MALL LOBBY.COM, INC..

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 MALL LOBBY.COM, INC., within 30 days from the date of receipt by the SUBCONTRACTOR of the written change authorization from MALL LOBBY.COM, INC. or within such extension of that 30-day period as MALL LOBBY.COM, INC., 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 MALL LOBBY.COM, INC.**

The authority and responsibility of MALL LOBBY.COM, INC. are limited to the provisions set forth in this AGREEMENT. MALL LOBBY.COM, INC. 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.

### **ARTICLE 6: GENERAL LEGAL PROVISIONS**

#### **A. PROPRIETARY INFORMATION**

Except when otherwise authorized in writing by MALL LOBBY.COM, INC., all drawings, specifications, technical data, digital data, and other information furnished to SUBCONTRACTOR either by MALL LOBBY.COM, INC. or the OWNER or developed by SUBCONTRACTOR or others in connection with the Scope of Services are, and will remain, the property of MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. and has no third party beneficiaries.

## **G. JURISDICTION, VENUE, AND DISPUTE RESOLUTION**

The law of Maryland shall govern the validity of the AGREEMENT, its interpretation and any claims related to it. Either arbitration or litigation, at the sole discretion of MALL LOBBY.COM, INC., 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 Prince Georges County, Maryland. In the event SUBCONTRACTOR is found to be in violation of any of its obligations under this AGREEMENT, SUBCONTRACTOR shall pay all of MALL LOBBY.COM, INC.'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.

## **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 FOR CONVENIENCE**

All or part of this AGREEMENT may be terminated in writing by either the Subcontractor or MALL LOBBY.COM, INC. at its convenience. In such event, the SUBCONTRACTOR will be entitled to compensation for Services competently performed up to the date of termination and reasonable termination expenses as determined at the discretion of MALL LOBBY.COM, INC.. The SUBCONTRACTOR will not be entitled to compensation for profit on Services not performed.

### **(2) TERMINATION FOR DEFAULT**

MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC., becomes financially or legally incapable of completing the Work and does not correct such to MALL LOBBY.COM, INC.' reasonable satisfaction within a period of seven (7) working days after

receipt of notice from MALL LOBBY.COM, INC. specifying such failure. 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 will not be entitled to termination expenses.**

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 MALL LOBBY.COM, INC. 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, MALL LOBBY.COM, INC., or by any separate subcontractor employed by MALL LOBBY.COM, INC., 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 MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. of any actual time extension requested as a result of the aforementioned occurrence.

**Within fifteen (15) working days after the SUBCONTRACTOR submits to MALL LOBBY.COM, INC. a written request for an extension of time, MALL LOBBY.COM, INC. will present its written opinion as to whether an extension of time is justified, and, if so, a decision as to the number of days for time extension.**

The AGREEMENT time may then be extended by Change Order for such reasonable time as MALL LOBBY.COM, INC. 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 MALL LOBBY.COM, INC. 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 for **MALL LOBBY.COM, INC.**

By \_\_\_\_\_  
(signature)

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_

Name **Lang Maith**

Title \_\_\_\_\_

Title **President/CEO**

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 – Addendum 1

### ARTICLE 1: NEW TERMS & CONDITIONS STARTING NOVEMBER 11, 2008 and beyond.

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

Accepted for

\_\_\_\_\_

**MALL LOBBY.COM, INC.**

**SUBCONTRACTOR**

By \_\_\_\_\_  
(signature)

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_

Name **Lang Maith**

Title \_\_\_\_\_

Title **President/CEO**

Date \_\_\_\_\_

Date **November 11, 2008**