



TRANSBLUE, LLC
SUBCONTRACTOR AGREEMENT

This subcontractor agreement ("Agreement") is dated _____, between TRANSBLUE, LLC ("TRANSBLUE") and _____ ("Subcontractor"). Including trade names. The Subcontractor shall include any and all trade names that it may use to conduct business.

Subcontractor desires to provide subcontracted services for certain clients of TRANSBLUE (Clients), as set forth herein.

1. Hiring of Subcontractor. TRANSBLUE hereby hires Subcontractor to provide those subcontracted services described in Exhibit A for those Clients and locations as listed on Exhibit A, as well as any additional subcontracted services which may be requested by TRANSBLUE by a written Service Request or Work Order.
2. Agreement to Provide Subcontracted services and Scope of Work. Subcontractor shall provide all tools, equipment, labor, supervision and supplies necessary to perform those subcontracted services as described in paragraph 1 above, and to comply with all TRANSBLUE agreements.
3. Payment. TRANSBLUE shall pay Subcontractor for the work according to the rates contained in Exhibit A, within forty-five (45) calendar days from receipt of payment by TRANSBLUE from Client. Receipt by TRANSBLUE of payment from Client is a condition precedent to the obligation of TRANSBLUE to make any payment to Subcontractor. Subcontractor's full compliance with all requirements contained in the TRANSBLUE Subcontractor Agreement shall also be a condition precedent to payment by TRANSBLUE to Subcontractor. The Procedures may be amended from time to time in the sole discretion of TRANSBLUE. Subcontractor invoice shall NOT list services from more than one month, per invoice so as to avoid payment delay. Subcontractor acknowledges, agrees and understands that invoicing services for more than one month, per invoice, will delay payment
4. Time for Performance. Time is of the essence of this Agreement. Subcontractor shall commence work promptly on notice by TRANSBLUE, and shall diligently prosecute the Work to completion. If the work is not completed within the time frame provided in Exhibit A, a \$250.00 per day penalty will be assessed against the final payment to the subcontractor.
5. Changes in the Work. TRANSBLUE shall have the right to change the scope of the Work in any respect by written order to Subcontractor. The order may direct Subcontractor to submit to TRANSBLUE a substantiated written proposal for an adjustment of the contract price and/or time for performance before commencing the changed Work. Subcontractor shall comply with the order and submit the proposal to TRANSBLUE within two business days after receipt of the order. Promptly after the submission of the proposal, the parties shall agree in writing upon such an adjustment. If the parties are unable to agree, the adjustment, if any, shall be determined pursuant to the Disputes Provision in paragraph 16. The Subcontractor shall only provide proposals on the provided TRANSBLUE Pre-approved Proposal Form. (Exhibit D).

TRANSBLUE shall not be liable for any extra charges or back charges from Subcontractor unless the subject and amount of the extra charge or back charge was first authorized in writing by TRANSBLUE.



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TRANSBLUE shall not be liable for any work done or approved by a client of TRANSBLUE. TRANSBLUE shall not be liable for any charges for work done approved by a client of TRANSBLUE. The only work paid will be the work approved in writing by a TRANSBLUE representative. All change orders must be approved in writing. TRANSBLUE will not be liable and will not pay subcontractor for changes, change orders, or work verbally approved and completed by subcontractor unless a written signed TRANSBLUE change order is provided.

6. Term of Agreement and Termination. This Agreement shall terminate when Subcontractor has fully performed all of the Work described in Exhibit A. This Agreement may be earlier terminated by TRANSBLUE, for convenience, in its sole discretion, in whole or in part, by giving Subcontractor advance notice in writing or electronically no later than 24 hours' notice prior to the effective date of termination.

7. Representations and Warranties by Subcontractor. Subcontractor represents and warrants to TRANSBLUE as follows:

7.1 Subcontractor is of legal capacity to enter into and fulfill this Agreement;

7.2 Subcontractor can provide subcontracted services under this Agreement without breaching or interfering with any other agreement;

7.3 All workers shall be properly trained and hold current licenses or certifications when required by law or industry standard;

7.4 All workers shall follow reasonable clothing and security regulations of TRANSBLUE and its Clients;

7.5 All management, employees, agents, representatives and sub subcontractors of Subcontractor shall fully comply with all sections of the Procedures;

7.6. All of the Work will be performed in accordance with the Schedule and specifications of TRANSBLUE and its Clients;

7.7 Subcontractor shall be solely responsible for all matters concerning the Subcontractor's employment of all workers, as it may pertain to this Agreement and all federal, state and local laws;

7.8 Subcontractor shall be responsible for all employment taxes, state and federal income taxes, social security, unemployment and other taxes, contributions and premiums related to work performed under this Agreement and required by law for all employees, agents, and all other such persons;

7.9 Subcontractor is a company duly organized, validly existing and in good standing under the laws of the state of its domicile and shall be authorized to conduct business in each jurisdiction in which subcontracted services are performed; and

7.10 All of Subcontractor's employees, agents, independent subcontractors, and sub subcontractors shall be properly documented, shall provide Subcontractor with proper documentation demonstrating legal authorization to work in the United States, and to perform any subcontracted services under the Agreement.



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7.11 Subcontractor must provide proof of statewide criminal background checks on all personnel (when requested) to the extent permitted by law, or any collective bargaining agreement. TRANSBLUE reserves the right to request copies of individual statewide criminal background checks, but shall keep all provided information confidential and shall not disclose provided information to any third parties, except as required by law or court order.

7.12 2. Subcontractor will not permit any employee, agent, representative, sub subcontractor (hereafter "Subcontractor employee") access to TRANSBLUE or its Client's facilities, records or data if such Subcontractor employee was convicted of a crime in connection with:

- A. A dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such crime; or
- B. Felony.

7.13 Obtain a public records check, including but not limited to the criminal background check, for all Subcontractor employees in their state of residence and employment for a minimum of the last five years in order to verify the above.

7.14 Obtain fingerprint checks on all employees, agents or sub subcontractors who have an Access Device, unescorted access to a TRANSBLUE or Client's facility, and/or access to TRANSBLUE or Client Confidential Information.

7.15 Subcontractor agrees, that in performing services under this Agreement, it shall not employ or subcontract with any person who is designated a "Specially Designated National" ("SDN") as defined, from time to time, in regulations issued by the Office of Foreign Asset Control of the United States Department of the Treasury (or any successor governmental agency) and Subcontractor represents that it is not an SDN.

7.16 Subcontractor herein certifies that all of its employees and agents performing services pursuant to this Agreement have provided Subcontractor with proper documentation indicating that they are legally authorized to work in the United States, and

7.17 Subcontractor agrees to provide TRANSBLUE with written notarized certification ("Compliance Certification") that all of its employees, agents, servants, subcontractors or anyone else related to Subcontractor in providing such services meet Subcontractor's obligations under this Agreement and are properly documented to legally work in the United States.

8. Confidentiality of Contract and Client Matters. Subcontractor shall keep all contractual matters discussed by the parties relating to the Agreement private and confidential. Subcontractor's employees and subcontractors shall keep all personal and business matters of the Clients and TRANSBLUE's private and confidential during the duration of the Work and at all times after termination of the Agreement. This agreement is also confidential between TRANSBLUE and Subcontractor.



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9. Independent contractor. Subcontractor is, and shall remain until the completion of all Work under this Agreement, an independent subcontractor and an employing unit subject as an employer to all federal and state laws and regulations pertaining to social security, unemployment and disability compensation and other payroll deductions and contribution with respect to its employees. Subcontractor shall maintain all records, make all reports and pay all payroll taxes, deductions and contributions required by such laws and regulations. No partnership, joint venture, or any other similar relationship exists or shall exist between Subcontractor and TRANSBLUE. TRANSBLUE shall not control the specific means and methods utilized by Subcontractor in performing its obligations under this Agreement; said means and methods shall be determined solely by Subcontractor. Subcontractor shall have no authority to enter into any agreements on behalf of TRANSBLUE.

10. Indemnification. Subcontractor shall indemnify TRANSBLUE and Client, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, with respect to injury to, or death of, any person (including employees of Subcontractor), including any slip or fall, and damage to, or destruction of, property that arises out of, or is in any way connected with, the performance of the Work. The term "indemnify" or "indemnity," as used in this paragraph and elsewhere in this Agreement, means to indemnify and hold harmless the indemnitees and its employees and agents from all liability, loss, damage, penalties, expenses and attorneys' fees in connection with any claim, demand or cause of action asserted against the indemnitee or its employees or agents based upon the matter to which the indemnity relates.

Subcontractor shall indemnify TRANSBLUE and the third party for whom TRANSBLUE is performing the work identified in Exhibit A, as well as any other subcontractors involved in the Work", from and against all claims, demands, and causes of action of every kind and character without limit arising out of Subcontractor or its sub subcontractor' performance or non-performance of this Agreement.

Subcontractor shall indemnify TRANSBLUE and Clients with respect to any breach by Subcontractor of any of its obligations under this Agreement. Subcontractor shall indemnify TRANSBLUE for any penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor, or relating to the occupational health or safety of employees.

If it is judicially determined that the monetary limits of the insurance required hereunder or of the indemnities voluntarily assumed in this Paragraph (which Subcontractor and TRANSBLUE hereby agree will be supported either by available liability insurance under which the insurer has no right of subrogation against the indemnitees, or voluntarily self-insured, in part or whole) exceed the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law

Subcontractor shall indemnify TRANSBLUE and TRANSBLUE's clients against any and all slip and fall occurrences during snow removal, winter services, ice service, janitorial services or any other service which may relate to a slip and fall. Subcontractor will at all times provide, at the subcontractors sole cost, a safe environment 24 hours per day 7 days per week including all Holidays and Weekends. Subcontractor must provide continuous service to ensure the safety of all who may enter the assigned or serviced property.



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Subcontractor will indemnify TRANSBLUE and TRANSBLUE's clients from all slips and falls, no matter the cause of the fall or responsibility for the slip and fall. Subcontractor payments will be held until any and all slip and fall claims are resolved to the satisfaction of TRANSBLUE.

11. Claims, Liens, Bond Claims. Subcontractor shall pay when due all third parties who have the right to assert mechanic's lien, stop notice or bond rights with respect to the Work, to provide to TRANSBLUE on demand satisfactory evidence of such payment and not to permit any such (I) mechanic's lien to be recorded, (II) stop notice to be filed or (III) bond right to be asserted or, if any such mechanic's lien is recorded or such stop notice is filed, promptly to provide a bond to release the same, or, if any such bond right is asserted, promptly to provide TRANSBLUE with an amount in cash to indemnify TRANSBLUE against the same. Subcontractor hereby waives their right to legal action and may not take any legal action against TRANSBLUE while TRANSBLUE is pursuing collections against any client withholding payment from TRANSBLUE for any reason.

12. Insurance. Subcontractor shall maintain during the term of this Agreement insurance coverages in the following minimum amounts and Subcontractor shall, before commencing work under this Agreement, furnish to TRANSBLUE certificates of insurance with policy effective dates and except for worker's compensation, naming TRANSBLUE and each of TRANSBLUE's clients as an additional insured:

- A. Insurance and Documentation Requirements: (Policy levels are in U.S. Dollars.) Subcontractor shall maintain in full force and effect during the term of the Agreement all forms of insurance as specified herein as follows:
- B. Tier 1 General Commercial Liability:
\$1,000,000

Bodily Injury and Property Damage Limits, Per Project Aggregate, naming as Additional Insureds:
 - (1.) Transblue, LLC 7601 Olympic View Dr. Edmonds, WA 98026 and
 - (2.) Names of all Clients serviced, AND
 - (3.) The insurance shall and must be primary and not excess or contributing with any other insurance or self-insurance maintained by TRANSBLUE, except for the 'sole negligence' of TRANSBLUE, and
 - (4.) There shall be no right of subrogation against TRANSBLUE'/Client's insurance.
- C. Tier 1 Auto Insurance-Symbol 1, or 7, 8 & 9 (Owned Scheduled, Hired/Borrowed or Non-Owned):
\$1,000,000



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Bodily Injury and Property Damage—Combined Single Limit, naming as Additional Insureds:

- (1.) Transblue, LLC 7601 Olympic View Dr. Edmonds, WA 98026 and
- (2.) Names of all Clients serviced, AND
- (3.) The insurance shall and must be primary and not excess or contributing with any other insurance or self-insurance maintained by TRANSBLUE, except for the 'sole negligence' of TRANSBLUE, and
- (4.) There shall be no right of subrogation against TRANSBLUE'/Client's insurance.

D. Worker's Compensation:

\$100,000

Statutory Limits; Employer Liability Limits, and there shall be no right of subrogation against TRANSBLUE'/Client's insurance.

E. Tier 1 Umbrella:

\$2,000,000

Umbrella Limit, naming as Additional Insureds:

- (1.) Transblue, LLC, 7601 Olympic View Dr. Edmonds, WA 98026 and
- 2.) Names of all Clients serviced, AND
- (3.) The insurance shall and must be primary and not excess or contributing with any other insurance or self-insurance maintained by TRANSBLUE, except for the 'sole negligence' of TRANSBLUE, and
- (4.) There shall be no right of subrogation against TRANSBLUE'/Client's insurance.

F. Insurer Stability and Size: All coverage required under this Section shall be procured from a company or companies possessing an A.M. Best rating of A- or better. Subcontractor shall provide TRANSBLUE with sufficient documentation in accordance with the limits above for General Liability Insurance, Workers Compensation insurance and Auto insurance to TRANSBLUE within ten (10) days of receipt of this Agreement.

G. Certificate of Insurance: Subcontractor shall provide and forward TRANSBLUE with a CERTIFICATE OF INSURANCE that:



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- (1.) Names TRANSBLUE and the Names of all Clients serviced as additional insureds and certificate holders;
- (2.) Demonstrates Subcontractor’s full and complete compliance with all insurance requirements, in both amount and coverage as expressly stated in this Agreement;
- (3.) No later than ten (10) days after receiving this Agreement.

H. Tiered Insurance Requirements: TRANSBLUE recognizes that not all work performed requires Tier I insurance levels. Listed below are the baseline insurance requirements for different levels of work.

Tier	Service(s)	General Liability Insurance	Auto Insurance	Workers Compensation	Umbrella Coverage
Tier 1	Snow	\$1 million	\$1 million	Amount Required by State Law	\$ 2 million ***
Tier 2	Landscaping, Sweeping	\$1 million	\$500,000		***
Tier 3	On Demand Projects	\$1 million	\$500,000		***

Tier 1 Umbrella Insurance levels are determined by the client

Tier 2 Umbrella Insurance coverage is not required unless the size of the portfolio is large

Tier 3 Umbrella Insurance coverage is not required unless the project or job is large and complex and/or the General Liability coverage is deemed to be too low

Insurance certificates shall further indicate that coverage includes contractual liability applicable to the indemnity provisions of this Agreement and the amount of all related deductibles other than auto. Subcontractor shall be fully responsible for the amount of any deductibles related to insurance provided under this paragraph. Where applicable, Subcontractor shall furnish United States Longshoremen’s and Harbor Worker’s Act insurance including coverage B – Employers liability (maritime) with limits not less than \$500,000. Liability policies furnished by Subcontractor shall be primary to other liability policies which may be carried by TRANSBLUE and/or Clients. The above-required insurance shall be maintained by Subcontractor during the term of this Contract, and shall not be canceled, altered, or amended by Subcontractor without thirty (30) days advance written notice to TRANSBLUE. Subcontractor agrees to have its insurance carrier furnish TRANSBLUE a certificate or certificates evidencing insurance coverage in accordance with the requirements of this Agreement.

Non-Solicitation and Non-Compete.



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13.1 Non-Solicitation. During the term of this Agreement and for a period of two calendar years following its termination, Subcontractor shall not directly or indirectly, sell, solicit, or divert the sale of any subcontracted services provided under this Agreement from TRANSBLUE Clients.

13.2 Non-Compete. During the term of this Agreement and for a period of two calendar years following its termination, Subcontractor and/or its employees, agents and subcontractors, shall not, directly or indirectly, compete with TRANSBLUE by providing any of its businesses services in the same or neighboring counties where the Work is performed.

Remedies. In the event of any violation of the non-solicitation and non-compete provisions of this Agreement, TRANSBLUE shall be entitled to the following remedies, which remedies shall be cumulative and not exclusive. Any election by TRANSBLUE to pursue less than all such remedies shall not bar later enforcement of any of the remaining remedies;

- (a) Equitable relief, including temporary restraining order, preliminary injunction, and permanent injunction;
- (b) Liquidated damages in the total amount of all fees charged by TRANSBLUE for Subcontracted services performed in violation of the non-solicitation and/or non-compete provisions of this Agreement. Subcontractor and TRANSBLUE agree such liquidated damages are a reasonable forecast of the harm to TRANSBLUE in the event of a violation of these provisions, and that the actual harm would be very difficult to quantify accurately; and
- (c) Actual damages.

14. Trade Secrets and Confidential Information. Subcontractor shall not disclose, directly or indirectly, to any person or for its own use, any confidential information or trade secrets learned of as a result of or in connection with this Agreement. Confidential information and trade secrets include customer lists, subcontracted services provided to clients, prices charged for services, billing and payment procedures, and work tickets and other forms used by TRANSBLUE.

15. Use of TRANSBLUE and Client name. Subcontractor shall not use TRANSBLUE or its Client's name, trademarks, logos or any description revealing TRANSBLUE or its Client's identity in advertisements, press releases, customer lists, promotional materials, or solicitations of any kind or nature without prior written permission of TRANSBLUE and its Clients.

16. Disputes. Venue. Attorney's Fees. Any dispute arising between TRANSBLUE and Subcontractor shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless TRANSBLUE, in its sole discretion, decides to dispense with arbitration. In that event such dispute shall be resolved in the courts of the State of NEVADA, with venue in LAS VEGAS. The laws of the NEVADA shall apply and govern all matters relating to this Agreement. In addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs, and expenses of every appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the court.



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17. General Provisions.

17.1 Assignments and Delegation. Subcontractor shall not assign its rights or delegate its performance under this agreement without the prior consent of TRANSBLUE.

17.2 Successors and Assigns. This Agreement shall bind and benefit the parties and their respective permitted successors, assigns and heirs.

17.3 Notices. The parties must send all notices in writing and give all consents in writing. Such notices may be transmitted electronically. A notice or consent shall be effective when the intended recipient receives it, or three (3) calendar days after said notice is mailed via first class mail, whichever sooner occurs.

17.4 Merger. This Agreement is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Agreement. It supersedes all previous oral or written negotiations, agreements or promises made by TRANSBLUE, its sales people or security guards.

17.5 Amendments. This Agreement may be amended only by an agreement in writing, signed by authorized representatives of both parties.

17.6 Waiver. No waiver will be binding on a party unless it is in writing and signed by the party against whom waiver is asserted. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

17.7 Severability. If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement.

17.9 Signatures. This Agreement may be signed in counterparts. A pdf or other electronic transmission of the signature page(s) may be used as an original for all purposes.

18. Reporting. All services performed must be reported through the reporting method provided by TRANSBLUE in Exhibit A. All services must be recorded as provided. Failure to record and report services as listed in Exhibit A will void services for payment. Any issue with reporting must be reported within 15 minutes of reporting issue.

A. Service Reporting: Subcontractor shall report to TRANSBLUE the beginning and completion of each authorized service performed within 5 minutes of service start and completion.



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B. Subcontractor may report via email or through the method provided in Exhibit A. Exhibit A supersedes reporting by email. And the reporting method in Exhibit A must be followed to have services as accepted and payable. Services incorrectly reported will not be paid.

C. Each report of authorized service performance will issue a unique verification number for billing purposes. [See Below 21. Invoicing, a. Verification Numbers]

d) Subcontractor shall obtain a Client signed work verification form from the location manager or shift manager / manager on duty for all extra services and report completion of the extra services to work order identified TRANSBLUE representative.

19. Contracted Prices are in U.S. Dollars and include all applicable federal, state and local taxes and are detailed in Agreement attached Exhibit A. When billing your services, each of your invoices must include a detailed sales tax line item which identifies the sales tax contained within the contracted price applicable at the performed service location, even if no sales tax is charged. Your invoice must also breakdown labor and materials on separate line items.

20. TRANSBLUE will return any invoice which does not include sales tax information;

21. All invoices are due within fifteen (15) days of the date of service. Invoices received more than (15) days after service performed will not be paid by TRANSBLUE. Invoices may be e-mailed prior to the deadline. When e-mailing, submitting electronically, do not also mail originals; When submitting any invoice the invoice must include the work order number, PO number, verification number or unique service reporting number per the service provided or the invoice will not be processed.

A. All locations must be billed separately,

B. All subcontracted services or reoccurring monthly subcontracted service must be billed separately by location by month.

C. All invoices must have a unique invoice number

D. All invoices must also include:

I. Store Number

II. Store Address, City, ST, Zip Code

III. Verification Number

a. Subcontractor shall pair the reporting verification number [See above 21.] with each service billed on its invoice;

b. Subcontractor shall list the verification number on any and all invoice attachments, as needed for clarification;

c. Subcontractor shall list the obtained verification number for each performed and reported service, for each service date invoiced;



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- d. Subcontractor acknowledges, understands and agrees that when invoices fail to include a verification number for every service performed for a given service date, payment for the entire invoice payment shall be delayed.
- IV. Work Orders must also include the work order number
- E. If Store Sign-offs are required, they must accompany the invoice in order to be processed.
- D. Subcontractor shall forward to TRANSBLUE all of its invoices for processing and payment, with any necessary attachments, email (invoicing@superiormaintenancesolutions.com), electronically, or by U.S. Mail (Transblue 7601 Olympic View Dr. Edmonds, WA 98026)
- F. Subcontractor acknowledges, understands and agrees that proper billing is the responsibility of the Contactor, and that TRANSBLUE is NOT responsible for improperly billed services.
- G. Sales Tax:
 - I. Subcontractor shall include a separate line item identifying the total sales tax.
 - II. Subcontractor acknowledges, agrees and shall charge sales tax applicable to the location where the Subcontractor invoiced service was performed;
 - III. Subcontractor shall include the separate sales tax line item on all invoices, even if no sales tax is charged, and Subcontractor acknowledges, understands and agrees that TRANSBLUE shall return any invoice that fails to include sales tax information as required by this Agreement.
 - IV. Subcontractor acknowledges that it may not be paid sales tax even though required on the subcontractors invoice and is required.
- H. No premium rates will be paid for overtime, holiday work or trip, travel, insurance requirements. Interest, or late fees, or fuel surcharges.
- I. Subcontractor will not invoice TRANSBLUE's client directly. Such action will void any payment do to Subcontractor. Subcontractor is strictly forbidden from providing invoices, work orders, contracts, or any other materials provided by TRANSBLUE to Subcontractor to TRANSBLUE's client. Such action will be considered a breach of contract and the Subcontractor will be liable for damages in the amount of \$10,000.00 per occurrence and waives their right to court proceedings and TRANSBLUE will automatically be awarded a judgement against the subcontractor in the amount of \$10,000.00 who provides TRANSBLUE documents to TRANSBLUE's clients.
- J. Reporting Procedure.



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Subcontractor shall record all Services performed into approved reporting method within the time frame designated below. Any Services not entered into approved reporting method within the designated time frame will be subject to the reductions noted below:

Number of days after Service was completed	Payment reduced by
3	5%
4	6%
5	7%
6	8%
7-8	10%
9-13	15%
14	25%
15 or more	Will not be paid

- K. Payments for Locations that require a signed Work Ticket will not be made to Subcontractor until TRANSBLUE receives copies of the signed Work Ticket(s). Subcontractor shall download a scanned copy or a digital photograph of the signed work ticket(s) to TRANSBLUE. Copies of signed work tickets must be received within ten (15) days from the date of Service. Copies of signed work tickets received after ten (15) days from the date of Service will be subject to the reductions noted above.
- L. Service location Managers are NOT TRANSBLUE agents or the Client's authorized purchasing agents; Location Manager requested service shall be approved in writing by TRANSBLUE prior to work commencing; Any and all work performed without prior written TRANSBLUE approval will NOT be paid. No exceptions.
- M. Paid when paid. TRANSBLUE makes payments to subcontractors only when TRANSBLUE is paid by TRANSBLUE clients. If TRANSBLUE clients determine not to pay TRANSBLUE for work provided for any reason TRANSBLUE subcontractors waive all rights to monies owed for subcontracted services provided and agree not to hold TRANSBLUE liable for any unrecoverable or un-payable amount owed to the subcontractor. TRANSBLUE subcontractors hereby waive all rights to any action against TRANSBLUE for monies owed to subcontractors for subcontracted work provided to TRANSBLUE clients including but not limited to law suits, small claims actions, claims, liens, collections, fines, levy's, judgements, and any action against TRANSBLUE.

22. The Parties agree that TRANSBLUE pays Subcontractor invoices once and only when TRANSBLUE receives payment from the client for each service listed on Subcontractors invoice. In order to expedite payment you must make sure that your invoices do not overlap months. The quickest way to ensure payment is to invoice as often as possible;

23. Remember it is the Subcontractors responsibility to follow proper billing procedures, and TRANSBLUE is not responsible for improperly billed services which only delay Subcontractor invoices and payment.



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24. Prior to returning this signed Agreement, read every page of the Agreement packet, sign and date the Agreement where indicated providing all requested information, and send back through DocuSign, email, other TRANSBLUE approved electronic format, TRANSBLUE On line Subcontractor Portal or U.S. Mail to: Transblue ATTN: SUBCONTRACTOR Management, 7601 Olympic View Dr. Edmonds, WA 98026, as soon as is possible, but no later than ten (10) days after receiving the Agreement.

A. Any subcontractor who has provided work without completing this subcontractor agreement has thirty days (30) to become compliant with TRANSBLUE and complete this subcontractor agreement. To be compliant, the subcontractor must complete all requirements listed within this agreement. The thirty (30) day time period starts the day the subcontractor sets foot on any TRANSBLUE client's property whether work was performed or not. If at the end of thirty (30) days the subcontractor is not compliant the subcontractor waives all rights to any payments or money owed and forfeits full and total payments and waives all rights to remedy and will not be paid for any services rendered.

B. Subcontractor acknowledges that it has had ample time to have its legal counsel review this documents.

25. Subcontractor agrees that all work performed shall be to the satisfaction of TRANSBLUE and its clients, that all work shall be performed in compliance with all usual, customary industry standards and in a skillful, careful and workmanship manner.

26. The Agreement terms, conditions, and provisions pertaining to indemnification, confidentiality, compliance with law, warranty and guarantees, insurance requirements, non-solicitation, waiver, governing law, service reporting and invoicing, and limitation of liability shall survive any termination or expiration of the Agreement.

27. Termination. TRANSBLUE may immediately terminate this Agreement for cause, as determined solely by TRANSBLUE, upon notice to Subcontractor that it failed to perform or otherwise breached this Agreement. Such failure or breach may include, but is not be limited to: Subcontractor failure to provide any of service as scheduled, any Subcontractor failure to provide a sufficient number of adequately trained (and licensed or certified, if applicable) personnel to perform scheduled service, any Subcontractor employee or agent who fails to observe and/or comply with TRANSBLUE and/or its client's regulations, and/or Subcontractor's failure fully abide by any term, condition and/or provision of this agreement. If this Agreement relates to more than one TRANSBLUE location, TRANSBLUE has the option to terminate this Agreement for cause as to all locations, or as to only specified locations for which a default or breach has occurred, as designated in the termination notice.

28. TRANSBLUE's sole obligation to Subcontractor upon termination of this Agreement shall be to pay Subcontractor for Subcontractor services actually performed, and documented to TRANSBLUE's satisfaction prior to termination, less any amounts due and payable by Subcontractor to TRANSBLUE hereunder. Payments to sub-subcontractor are only made when TRANSBLUE client had paid TRANSBLUE for the rendered services. Subcontractor may not terminate contract under this agreement while under contract for subcontracted services. Any such termination instigated by the subcontractor will result in a breach of contract and the subcontractor will be liable for all costs associated with lost business and re- subcontracting the



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terminated services, including but not limited to all administrative costs incurred by TRANSBLUE. These costs will be removed from any amount owed and the subcontractor hereby removes and waives their right to all if the costs and damages incurred by TRANSBLUE.

29. Before services commence, Subcontractor shall introduce him or herself to the Client’s location manager or manager on duty as the subcontractor who will be providing services for that service location on behalf of TRANSBLUE. In addition, Subcontractor shall inspect and review areas to be serviced with the location manager or manager on duty to ensure proper service maintenance and service areas.

30. Subcontractor agrees that all work performed shall be done skillfully, carefully and in a workmanship like manner. Subcontractor shall perform work to the satisfaction of TRANSBLUE and its Clients, and that its work shall follow all customary industry standards and best practices. Subcontractor agrees and understands that all unsatisfactory work shall be corrected within twenty four (24) hours generally, but sooner if the “Scope of Work” so requires; that TRANSBLUE will reassign work if Subcontractor fails to complete services within the scheduled timeframe; and that any and all additional costs and expenses incurred resulting from any corrective action will be charged back to Subcontractor, in addition to a TRANSBLUE management fees.

31. Subcontractor shall comply with and complete all work order schedules, specifications, scope of work requirements and pricing parameters; that all work requiring rescheduling must be scheduled through TRANSBLUE and NOT the Client; and that reschedules without twenty-four (24) hour prior notice will be assessed a rescheduling fee.

32. Subcontractor shall not subcontract any services under this agreement without TRANSBLUE’s prior written approval. If TRANSBLUE provides prior written approval to subcontract, Subcontractor shall provide TRANSBLUE with a written list naming: a. all Sub subcontractor(s), b. each Sub subcontractor’s assigned location(s), and c. two (2) emergency contacts who shall be available twenty-four (24) hours per day, seven (7) days per week, per Sub subcontractor and assigned location. Subcontractor shall immediately provide TRANSBLUE with any change in assigned Sub subcontractor, assigned subcontractor service location and/or emergency contact list within twenty-four (24) hours of any change.

- A. Subcontracting, even when TRANSBLUE approved, does not absolve subcontractor from any term, condition, provision, obligation or responsibility under this Agreement.
- B. Nothing in this Agreement shall create any contractual relationship, of any kind or nature, between TRANSBLUE and/or its Clients and Subcontractors sub subcontractors.
- C. Subcontractor shall defend, indemnify and hold harmless TRANSBLUE and its Clients in accordance with the insurance and indemnification sections of this Agreement for any claims relating to, arising from, in connection with, or in any way regarding sub subcontractor’s performance, failure to perform, or poor workmanship, and for any and all sub subcontractor claims, including but not limited to without limitation claims for non-payment for services rendered.



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- D. Should Subcontractor obtain the required approval, Subcontractor shall require each approved sub subcontractor, by appropriate written agreement, to be bound to by this Agreement in its entirety, by Subcontractor agreement with its sub subcontractor, and to assume toward Subcontractor all obligations and responsibilities under this Agreement with TRANSBLUE and its Clients. Subcontractor agrees that any such sub subcontractor agreement shall preserve and protect TRANSBLUE and its Clients' rights with respect to all services performed by the sub subcontractor and in such a way that the sub subcontractor shall not prejudice any TRANSBLUE or its Client rights.
- E. Subcontractor shall be responsible for paying all sub subcontractor invoices, and agrees and affirms that neither TRANSBLUE nor its Clients shall be liable for sub subcontractor invoices for performance and/or services rendered, in any capacity, under this Agreement. TRANSBLUE's payment to Subcontractor shall constitute payment to any Subcontractors sub subcontractor and shall therein relieve TRANSBLUE and its Clients of any and all duty and/or liability to sub subcontractor, for Subcontractor's non-payment to sub subcontractor for its services, at law and in equity.

33. Subcontractor agrees that all assigned locations shall be personally inspected by Subcontractor, or by a member of its management team, monthly and immediately following any storm event. Each quality inspection shall document assigned location input with feedback, possibly including a minimum of ten (10) digital pictures, per inspection visit, when requested by TRANSBLUE. Subcontractor further agrees that if performance issues exist at any assigned location, at any time, Subcontractor shall appropriately increase the frequency of quality inspections until performance issues no longer exists.

34. Subcontractor shall know and comply with all local ordinances when performing services, to include items such as; fire lane accessibility, overnight noise ordinances, city sidewalk ordinances, and egress/ingress issues. Subcontractor shall understand and adhere to all local and state environmental regulations applicable to the services provided under this Agreement. Subcontractor shall comply with all applicable law as further outlined below at LEGAL PROVISIONS 43. General Legal Compliance below. Subcontractor shall also comply with all TRANSBLUE Client rules, regulations, policies and procedures while on TRANSBLUE Clients property.

35. Duties: TRANSBLUE requires that any equipment be refueled away from Location. In cases where refueling needs to occur on at a Location and such refueling is approved by the Customer, all equipment shall be refueled in the same remote area of the parking lot that is at least one hundred (100) feet from any storm drain, inlet, manhole or other water conveyance device/system. All petroleum products used at a Location where on site storage is required and approved by the Customer shall be kept in storage containers that shall be kept in an area which has impervious secondary containment equal to one hundred and ten (110) percent of the largest stored container(s). All spills are the responsibility of the Subcontractor and are to be cleaned up immediately in accordance with all laws and regulations. TRANSBLUE



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does not authorize the storage of fuels or petroleum products at Customer Locations. No gasoline cans, oil can, grease, etc. are to be taken into Customer facilities or onto landscape or turf areas.

36. Checklist. Prior to performing Services Subcontractor shall prepare a Site Survey Checklist noting any existing property damage at the Location. After performing the last service on the date the Services was performed, Subcontractor shall document, by photos and notated remarks any new property damage on the Site Survey Checklist. Any undocumented, disputed damages after Subcontractor performs Services at the Location will be considered to have been damage caused while performing Services and the Subcontractor shall be solely responsible for such additional damage.

37. Repair. Subcontractor agrees to repair or replace, at its own expense, any and all damaged caused by Subcontractor while performing Services, Subcontractor shall notify TRANSBLUE within four (4) hours of any such damage known by Subcontractor. If repairs or replacements are not completed within a time frame mutually agreed upon by both parties, TRANSBLUE will order the repairs or replacement and invoice the Subcontractor for the actual cost of the repair or replacement plus a 25% administrative fee. This amount will be back charged from any funds owed to Subcontractor. If Subcontractor is not owed and funds for services provided Subcontractor agrees to pay the Repair Invoice within fifteen (15) days after receipt. If Subcontractor fails to pay the Repair Invoice within the fifteen (15) day time period, TRANSBLUE shall be authorized to receive a judgment against the subcontractor for the full amount owed. The Subcontractor waives its right to defend against monies owed and TRANSBLUE will receive and automatic judgement against the Subcontractor. Additionally TRANSBLUE will withhold payments otherwise due to Subcontractor until each such Repair Invoice is fully paid.

38. Liens. Subcontractor waives its right to lien any property in which is provides subcontracted services for TRANSBLUE for. If any agents, sub subcontractors, or third parties file any lien on any property which they had provided subcontracted services on behalf of TRANSBLUE or the subcontractor, the Subcontractor at its expense will have the lien immediately removed. And its agents, and/or subcontractor s shall promptly pay for all materials, supplies, and labor employed to perform Services and shall promptly discharge any liens that may be filed by any person as a result of the Subcontractor's activities. TRANSBLUE will withhold payment of Services rendered until such liens are discharged and reasonable proof of the discharge is received by TRANSBLUE or, in the alternative, pay the amount of the lien from funds otherwise due to Subcontractor from TRANSBLUE. Additionally by signing this agreement subcontractor waives its complete and total right to make or file any claim against TRANSBLUE's bond. The cost of removing any claim made by subcontractor against TRANSBLUE bond will be at the sole expense of the subcontractor.

39. Statements. Subcontractor agrees to refrain from making any public or private statement about TRANSBLUE or its officers or employees that could, directly or indirectly, interfere with the business of TRANSBLUE. Subcontractor will be liable \$10,000.00 per occurrence and waives their right to court proceedings and TRANSBLUE will automatically be awarded a judgement against the subcontractor in the amount of \$10,000.00 who makes statements against TRANSBLUE.

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40. Volume Discount. A schedule may also set forth a discount based on volume (the “Volume Discount”). Such discount will be applied to the subcontractors invoices for Services performed under such schedule if six months have passed from the signing of this Agreement and we have paid you at least \$10,000 in any twelve-month period (whether under such schedule, another schedule, this Agreement or another agreement between you and us). You should be certain that you are in agreement with the discount set forth in a schedule prior to accepting such schedule.

- A. The following is an example illustrating how such Volume Discount works: In January, Double A signs an Agreement with TRANSBLUE and accepts a schedule listing a Volume Discount of 4%. Double A grows its business with us and by August 30 has been paid \$10,000. In September, Double A submits an invoice for \$1,000. Because Double A has been paid at least \$10,000 and more than six months have passed from the signing of an Agreement, we may discount payments to Double A by 4% starting with the \$1,000 invoice submitted for September. Therefore, \$960 will be paid to Double A for the September invoice.

41. Early-Pay option. Contractor may submit invoices to be paid via our Early-Pay system by marking them “EARLY-PAY” on the invoice, as well as in the subject line of the email they are attached to.

Invoices marked as such, will be processed significantly faster and are typically paid approximately 4 days after TRANSBLUE receives the invoice and verifies its invoiced services. Early-Pay invoices will have a 4% fee deducted to cover administrative costs, and as always can be paid only once the end customer has paid for the service. This option is available for certain approved accounts only and not all TRANSBLUE accounts.

42. Authorization: Subcontractor shall receive a work authorization before and in order to provide any service listed in Exhibit A, Scope of Work, over the life of this Agreement. Subcontractor acknowledges, understands and agrees that all Client services shall be authorized by TRANSBLUE before service shall be performed in order for Subcontractor payment to issue, and:

- a) Subcontractor shall receive via email or other approved written or electronic communication fourteen (14) days prior to service period, a list of all authorized services at assigned locations for the specified service period;
- b) Subcontractor shall perform and report the authorized services within the authorization timeframe;
- c) Subcontractor acknowledges, understands, agrees and authorizes an administrative penalty of up to ten (10%) percent shall be assessed and/or withheld from payment if performed services are not reported within the authorization timeframe;
- d) Subcontractor acknowledges, understands and agrees that no payment shall be issued for any authorized performed services that are not reported within fifteen (15) days of the authorization required timeframe (The expected response time for reporting services is no later than 24 hours after the service has been performed); and



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- e) Snow must be pushed to delineated areas in Exhibit C.

43. LEGAL PROVISIONS

- A. Subcontractor understands and agrees that until a fully executed copy of this Agreement and required documents are received it will not be allowed to begin performing services, and NO payment will issue for any otherwise performed service(s).

- B. General Legal Compliance: Subcontractor represents and warrants that throughout the term, and otherwise while performing the any work under this Agreement, that Subcontractor shall solely, at its own expense:
 - I) Procure and maintain in full force and effect all documents, permits and licenses legally necessary to perform the Work, and
 - II) Comply in every respect with all federal, state and local laws, regulations, municipal codes, rules, and ordinances in any way relating to the Work. In the event that Subcontractor fails to comply or is alleged to have failed to comply with any law, regulation or requirement, or failed to obtain a permit or license, Subcontractor shall pay any fines or penalties imposed and/or shall reimburse TRANSBLUE and/or its Client for same, as well as any related costs, expenses, including attorney fees in responding to such failure and/or allegation.
 - III) Offset Rights: TRANSBLUE shall have the right to offset against any fees owed to subcontractor any amounts owed by Subcontractor to TRANSBLUE.

- C. Safety: Subcontractor shall be and is responsible for conducting work in a safe manner that meets all Occupational Safety and Health Act (OSHA) requirements and for its own safety program in accordance with applicable OSHA provisions, and all other related law. Subcontractor must have a material safety data sheet (MSDS)'for each covered chemical. Subcontractor shall understand MSDS sheets and shall have MSDS sheets readily available. Every Subcontractor vehicle must carry MSDS sheets for each covered chemical.
 - I) Subcontractor shall comply with all applicable local, state, and federal environmental, safety and health law and regulations and with TRANSBLUE and its Client's safety rules, regulations and requirements for all outside subcontractors and construction crews.

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- II) Subcontractor shall comply with all provisions of the Prevailing Right-to-know and Resource Conservation and Recovery Act and shall, in addition, provide TRANSBLUE with written substantiation of the same when requested, including: MSDS sheets for all covered chemicals, required employee training documents, its written hazard communication program, identifying person in charge of program, proper chemical container on site storage and used in performance under this Agreement, and proper disposal proscribed by the Resource Conservation and Recovery Act, and/or other applicable laws and regulations, used in performance under this Agreement.

44. NON-DISCLOSURE AGREEMENT

A. RECITALS

TRANSBLUE and Company agree that TRANSBLUE may from time to time disclose to Company certain confidential information or trade secrets generally regarding TRANSBLUE's business (Information).

Company agrees that it shall not disclose the information so conveyed, unless in conformity with this Agreement. Company shall limit disclosure to the officers and employees of Company with a reasonable "need to know" the information, and shall protect the same from disclosure with reasonable diligence.

B. Therefore, TRANSBLUE and subcontractor agree, as follows:

- a. That the disclosure of Information by TRANSBLUE is in confidence and thus Subcontractor agrees to:
 - i. Not disclose the Information to any other person and (2) use at least the same degree of care to maintain the Information confidential as TRANSBLUE uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care;
 - ii. Use the Information only for the above purpose;
 - iii. Restrict disclosure of the Information solely to those employees of Subcontractor having a need to know such Information in order to accomplish the purpose of business entered into;
 - iv. Advise each such employee before he or she receives access to the Information, of the obligations of Subcontractor under this Agreement, and require each such employee to maintain those obligations;
 - v. Within fifteen (15) days following request of TRANSBLUE return to the TRANSBLUE all documentation, copies, notes, diagrams, computer memory media and other materials.



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C. This Agreement imposes no obligation on Subcontractor with respect to any portion of the Information received from TRANSBLUE which (a) was known to Subcontractor prior to disclosure by TRANSBLUE, (b) is lawfully obtained by Subcontractor from a third party under no obligation of confidentiality, (c) is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by Subcontractor or (e) is disclosed by TRANSBLUE to a third party without a duty of confidentiality on the third party.

D. This Agreement imposes no obligation on Subcontractor with respect to any portion of the Information unless such portion is (a) disclosed in a written document or machine readable media marked "CONFIDENTIAL" at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to Subcontractor within thirty (30) days of the disclosure.

E. The Information shall remain the sole property of TRANSBLUE.

F. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

G. Subcontractor agrees it will not export, directly or indirectly, any technical data acquired from TRANSBLUE or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

H. The validity, construction, and performance of this Agreement are governed by the laws of the State of Nevada, and suit may be brought in Nevada to enforce the terms of this Agreement.

I. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred. This Agreement is binding upon TRANSBLUE and Subcontractor and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Subcontractor's obligations of confidentiality and restrictions on use of the Information disclosed by Owning Party shall survive termination of this Agreement.

45. Approved Subcontractor. Upon execution of this Agreement and compliance with its terms, TRANSBLUE agrees that Subcontractor shall be added to TRANSBLUE list of approved Subcontractors.

46. Intellectual Property. TRANSBLUE retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of Subcontractors work required under this Agreement. Subcontractor acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.

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47. Force Majeure. Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither TRANSBLUE nor Subcontractor shall be responsible to the other for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: Any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes (except financial) beyond the control of either party.

Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Neither TRANSBLUE nor Subcontractor shall be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

48. Scope of Work and Materials. Upon receipt of a mutually agreeable Scope of Work, Exhibit A, Subcontractor shall begin furnishing the services according to the specifications and requirements of this Agreement and the Scope of Work, Exhibit A.

- A. All services rendered by Subcontractor hereunder shall be performed in accordance with industry standards as applicable to the region or area where the work is to be performed. All materials and equipment furnished by Subcontractor in the performance of services hereunder shall be free from material defects. Any of the materials, equipment, or services found to be materially defective shall be at TRANSBLUE sole discretion, be either removed, replaced or corrected by Subcontractor without additional cost to TRANSBLUE.

49. Applicable exhibits covered under all provisions of this agreement.

- 1. Exhibit A – Scope of Work, Pricing, and Client Specifications.
- 2. Exhibit B – Miscellaneous.
- 3. Exhibit C – Site Maps
- 4. Exhibit D - Subcontractor Proposal Form

Signature _____ Print _____ Date _____

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Sample Invoice

Invoice

Date	Invoice #
4-3-2008	Exhibit D

Bill To
Sample Customer
Address
City, State, ZIP

		P.O. No.	Terms	Project
Quantity	Description			Amount
	Lawn Services for Store #4387			100.00
	Verification Number M06984738			
	NOTE: A -0- sales tax line should be listed on this invoice, even when sales tax is not applicable.			
	Sales Tax - Indiana			0.00
Total				\$100.00

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Request for Taxpayer Identification Number and Certification

Form W-9

(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Give form to the requester. Do not send to the IRS.

Print or type. See Specific instructions on page 2.

Name _____

Business name, if different from above _____

Check appropriate box: Individual/sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

Requester's name and address (optional)
Genesis Facility Management, Inc
1822 South Bend Ave.
South Bend, IN, 46637

List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here _____ Signature of U.S. person Date _____

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Notes: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



Exhibit D

VENDOR PROPOSAL

DUE DATE:

Vendor Name: _____ **ID #:** _____ **Proposal Date:** _____
Prepared By: _____ **TB Contact:** _____
Vendor Phone #: _____ **TB Contact Fax:** _____
Vendor Email: _____ **TB Contact Email:** _____

Account Name: _____ **Misc.:** _____
Store/ Site #: _____ **Site Contact:** _____ **TB WO/PO#:** _____
Address: _____ **Other:** _____
City: _____ **State:** _____ **Zip:** _____ **Discipline:** _____

CUSTOMER SCOPE OF WORK/ REQUEST SUMMARY

PROPOSED WORK DESCRIPTION

PROPOSAL BREAKDOWN

Labor Description	Qty	Unit Price	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subtotal:			\$ -
Labor Subtotal:			\$ -

Material Description	Size	Qty	Unit Price	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

PICTURES ATTACHED

Shipping: Add'l Charge

			\$ -
Material Subtotal:			\$ -

Vendor Material Mark-up % on this Proposal: _____
NOTE: this does not calculate into total proposed cost

TOTAL PROPOSED COST: \$ -

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders.

Vendor Signature

Date

*A request to propose work does not imply an agreement of any type with SMS nor does it guarantee that proposals submitted to SMS will be accepted/ approved.

*TB Is A Re-Seller Of Commercial Property Services. All Services, Labor, Parts, Supplies, Freight Charges, and Rentals Will Be Re-Sold By TB. All Sales Tax Will Be Applied To the Final Invoice and All Applicable Taxes Will Be Remitted To the A

**SUBCONTRACTOR AGREEMENT
I-9 FORM / IMMIGRATION COMPLIANCE**

Please review and complete the following Immigration Compliance Questionnaire

1. Is your company aware that federal law requires all employers to fill out the Form I-9 to verify the identity and work authorization of every employee hired after 1986?

Yes ___ No___ If No, please explain:

2. Does your company complete the form I-9 for every newly hired employee?

Yes ___ No___ If No, please explain:

3. Does your company re-verify expired employment authorization documents?

Yes ___ No___ If No, please explain:

4. Does your company participate in the Basic Pilot Program federal employment verification system?

Yes ___ No___

5. Has your company been subject of an investigation, audit, or raid by Department of Homeland Security, INS, ICE or Border Patrol agents?

Yes___ No___ If Yes, please explain:

6. Has your company been fined for I-9 paperwork violation or immigration status discrimination?

Yes ___ No___ If Yes, please explain:

To obtain I-9, Employment Eligibility Verification form and instructions via the U.S. Citizenship and Immigration Services website go to: www.uscis.gov/i-9



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MWBE Survey

MWBE (Minority and Women Business Enterprises) Survey and Certifications

1. Is your company a MWBE? Yes No
2. If yes, will you provide a copy of your MWBE certificate? Yes No

Signature and Agreement.

By signing this agreement or electronically approving it through the TRANSBLUE subcontractor / Subcontractor portal you the Subcontractor are agreeing to all the agreement terms. You also agree under penalty of perjury that you are authorized to sign on behalf of the below named sub-contractor.

Company Name _____

Company Address _____

Name (Printed) _____

Signature _____

Title _____

Date _____

Witness Print _____

Witness Sign _____

UBI _____ EIN _____ GC# _____

Primary Email address _____

Primary Phone _____ Cell Phone _____

:

