



**Boston Government Services LLC**

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**PROCUREMENT AND CONTRACTS**

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**BGS-PC-01**

**Revision 0**

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\_\_\_\_\_  
Date

Approved By:

  
\_\_\_\_\_  
Nancy Martin, Contracts Manager

  
\_\_\_\_\_  
Date

Effective Date \_\_\_\_\_ 3/31/16

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**Revision History**

<b>Rev. #</b>	<b>Date</b>	<b>By</b>	<b>Type<sup>1</sup></b>	<b>Changes</b>
<b>0</b>	<b>2/10/16</b>	<b>R. Lambert</b>	<b>M</b>	<p>Initial issue of BGS-PC-01, R0.</p> <p>For historical revision history see BGS-QA-04, R2.</p> <p>Updated to latest style template  Updated procedure references  Remove PQAP and use of nuclear/nonnuclear  Incorporate QL-2 and QL-3  Procedure has been revised to address the following CARs 15-13 Corrective Action (CA) #1 and 15-28 CA #1.</p>

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<sup>1</sup> M = major change, mc = minor change, N = new

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## 1. PURPOSE

This procedure describes the process for the procurement of items and services.

## 2. SCOPE

This procedure applies to Boston Government Services, LLC (BGS) procurements of items and services.

## 3. REFERENCES

- 3.1. BGS-QAP-01, Corporate Quality Assurance Plan
- 3.2. BGS-QA-07, Control of Items and Services
- 3.3. BGS-QA-08, Review and Approval of Supplier Documents
- 3.4. BGS-RM-01, Quality Assurance Records (formerly BGS-QA-17)
- 3.5. BGS-QA-23, Supplier Qualification
- 3.6. BGS-QA-24, Control of Suspect/Counterfeit Items (S/CI)

## 4. DISCUSSION AND OVERVIEW

- 4.1. BGS's overall procurement strategy is to ensure that items and services are procured in the most effective, efficient and economical manner while ensuring that work is accomplished in compliance with requirements and project needs.
- 4.2. BGS's procurement vehicles include:
  - 4.2.1. Off-the-Shelf Items (i.e., office supplies, equipment, etc.) - these purchases are at the discretion of the Functional Manager (FM) and can be made utilizing a company or personal credit card, cash or check. Receipts will be forwarded to accounting personnel for tracking of charges and or reimbursements. Purchases greater than \$1,000.00 must receive prior approval from the President.
  - 4.2.2. Consultant Agreements - Consultant Agreements and their associated Work Releases are used for staff augmentation. Attachment 2 defines the process and sections to be included in Consultant Agreements and Work Releases.
  - 4.2.3. Subcontracts for Items or Services - subcontracts for items and services will be executed by the steps in this procedure. See Attachment 3 and the associated Exhibit/Schedule A (Attachment 4) for the format and content of subcontract documents.
- 4.3. Procurements shall be executed to ensure that work is accomplished in compliance with applicable laws, regulations, requirements or project needs.

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- 4.4. The level of detail in and the extent of review of procurement documents will be commensurate with the category, complexity, significance and cost of the supplies and services.
- 4.5. BGS does not maintain an approved supplier's list due to the limited number and scope of procurement activities.

## 5. DEFINITIONS AND ACRONYMS

<b>CA</b>	Contract Administrator
<b>DCA</b>	Document Control Administrator
<b>Functional Manager (FM)</b>	Is a person who has management authority over an organizational unit, such as department, within BGS. BGS identifies and assigns individuals to functional areas (e.g., Accounting, Quality Assurance, Information Management, Business Development, etc.).
<b>Project Manager (PM)</b>	Is a person assigned to manage staff and activities providing services and are responsible for project performance and on-time delivery of quality products.
<b>Quality Level (QL)</b>	Process utilized by BGS to apply a graded approach for varying levels of managerial controls to provide adequate assurance, commensurate with risk, that the quality requirement is being met.
<b>RFP (RFP)</b>	Request for Proposal
<b>Requester</b>	The person who has identified a need for purchasing an item or service.
<b>SOW</b>	Statement of Work
<b>Supplier</b>	Any individual or organization who furnishes items or services in accordance with a procurement document. An all-inclusive term used in place of any of the following: vendor, seller, contractor, subcontractor, fabricator, consultant, and their sub-tier levels.

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## 6. RESPONSIBILITIES

- 6.1. The Functional Manager (FM) or Project Manager (PM) is responsible for:
  - 6.1.1. Approval, review, concurrence with staff augmentation, Request for Proposals (RFP) and contracts.
- 6.2. The Requester is responsible for:
  - 6.2.1. Identifying the need for a procurement.
  - 6.2.2. Determining the appropriate vehicle to make the procurement (i.e., off-the-shelf, consultant agreement, or subcontract).
  - 6.2.3. Providing needed information (statement of work, requirements, deliverables, etc.) to the Contracts Manager for generation of a procurement document.
  - 6.2.4. Ensuring that the appropriate specifications, technical and quality assurance requirements are included into the procurement documentation.
  - 6.2.5. Contacting suppliers if assistance is needed to develop technical parameters or obtain information.
  - 6.2.6. Coordinating the review of the RFP.
- 6.3. Reviewers are responsible for:
  - 6.3.1. Reviewing the RFPs, bids and final subcontracts for their area of expertise to verify that the appropriate technical information, specifications and requirements are included in the document.
- 6.4. The Contracts Administrator (CA), or designee, is responsible for:
  - 6.4.1. Working with the requestor to generate the appropriate procurement document.
  - 6.4.2. Ensuring that the RFPs received proper review and approval.
  - 6.4.3. Transmitting/communicating RFPs to suppliers.
  - 6.4.4. Receipt of bids or supplier feedback.
  - 6.4.5. Coordinating review of bids and communicating feedback to the requester.
  - 6.4.6. Ensuring any modifications are reviewed by the appropriate BGS personnel and communicated to suppliers within 30 days of receipt of contract modifications.
  - 6.4.7. Generating the subcontract, coordinating review and approval.

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- 6.4.8. Notifying the supplier of the award and transmitting the subcontract to the supplier.
- 6.4.9. Overall tracking of status for RFPs, bids and subcontracts.
- 6.4.10. Forwarding any QA records generated to the Document Control Administrator (DCA).
- 6.5. The DCA, or designee, is responsible for:
  - 6.5.1. Providing tracking numbers for Consultant Agreements, RFPs and contracts.
  - 6.5.2. Maintaining QA records per BGS-RM-01, Quality Assurance Records.
- 6.6. The Quality Assurance Manager is responsible for:
  - 6.6.1. Ensuring appropriate technical and QA requirements as defined in BGS-QAP-01, *Quality Assurance Plan* (QAP) are accurately included/transcribed into procurement documents;
  - 6.6.2. Evaluating acceptability of supplier QA programs per BGS-QA-23, *Supplier Qualification*, and authorizing use of suppliers.

## 7. PROCEDURE

- 7.1. Initiating a Procurement
  - 7.1.1. The Requester determines the need and the vehicle for procurement (off-the-shelf, consultant agreement, or subcontract for items and services) and follows the appropriate steps below to execute the procurement:
  - 7.1.2. Off-The-Shelf Items (i.e., office supplies and equipment, etc.) the requestor;
    - a) Identifies the specifications of the item.
    - b) Identifies the supplier and estimated cost.
      - Is cost greater than \$1,000.00? If yes, then obtain approval from the President. If no, proceed to the next step.
      - Purchase the item.
      - Receive item and conduct a cursory inspection to ensure the item meets specifications.
      - If item does not meet specifications, then return the item to the vendor for refund.
      - If item meets specifications, then place the item in service and forward

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the receipt to accounting for tracking and reimbursement, if applicable.

7.1.3. For Consulting Agreement Staff Augmentation the requestor;

- a) Identifies the capabilities, skills, education and experience needed.
- b) Obtains approval from the FM/PM and QA Manager.
- c) Obtains resumes and interview personnel.
- d) Selects personnel.
- e) Works with the Contracts Manager to generate a Consultant Agreement (see Attachment 2) and obtains the tracking number from DCA.
- f) Obtains Approval of Consulting Agreement and work release(s) from BGS senior management.
- g) Forwards a copy of Consultant Agreement to the:
  - Contracts Manager and the Accounting Department
  - DCA
  - Consultant

7.1.4. Subcontract for Items and Services

- a) The Requester:
- b) Obtains FM concurrence to proceed with initiating a RFP.
- c) Works with Contracts Manager to drafts a RFP and obtains a tracking number from DCA. The RFP shall include the following sections listed below. If a section is not applicable to the item or service being procured, then enter 'Not Applicable' in the body of the section.
  - Scope - this section includes the statement of the work to be performed by the supplier. The statement includes the item or service to be purchased and the quantity to be purchased (e.g., number of items or hours of service, as applicable). The scope shall be clear, precise, and in sufficient detail to ensure adequate communication of what is to be performed.
  - Technical Requirements — technical requirements shall be specified. Where necessary, these requirements are specified by reference to specific drawings, specifications, codes, standards, regulations, procedures, or instructions, including revisions thereto that describe



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the items or services to be furnished. The procurement documents shall identify appropriate test inspection and acceptance criteria for determining acceptability of the item or service.

- Quality Assurance Program Requirements — This section will: 1) define BGS expectations for the Suppliers to either follow BGS' QA Plan and complete corresponding training or require Suppliers to have a quality assurance program consistent with the BGS QAP established for the project, 2) include appropriate (for the activities to be performed) QA requirements, design basis, test, inspection, acceptance method criteria and hold points for determining the acceptability and quality of the item or services being procured. See BGS-QA-07, *Control of Items and Services* for acceptance methods planning. In addition, the following standard QA clauses will be incorporated into this section as deemed applicable by the QA Manager:
  - The Supplier shall incorporate appropriate QA program requirements in sub-tier procurement documents.
  - The Supplier shall notify BGS when significant changes to their QA Program are made.
  - Suppliers shall have controls in place to ensure suspect/counterfeit items (S/CI) are not used in the performance of this contract.
  - Other QA clauses identified in applicable BGS contract(s).
- Right of Access — identify the right for access to the Supplier's facilities and sub-tier suppliers facilities and records for surveillance, inspection or audit by BGS, BGS's designated representative, and/or other parties authorized by BGS. Subcontract oversight activities will be commensurate with the complexity, significance and cost of the supplies and services.
- Documentation Requirements — identify the documentation required to be submitted for information, review, or approval by BGS, and any documentation the Supplier must submit to BGS for approval prior to or during the course of the contract. The time of submittal shall be established. When BGS requires the Supplier to maintain specific QA records, the retention times and disposition requirements are prescribed.
  - Request for Information Package – the QA Manager prepares a request for information package detailing the document(s) to be submitted by the supplier to support BGS's evaluation. The request

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will also include the supplier's point-of-contact to arrange and coordinate BGS's site review and activities.

- Nonconformances — specify BGS' requirements for the Supplier's identification and disposition of items and services not meeting procurement document via reporting of nonconformances per BGS-QA-07, *Control of Items and Services*.
  - Spare and Replacement Parts — this section is not applicable. BGS does not procure spare and replacement parts for facility projects.
- d) These requirements are, as appropriate, incorporated into BGS procurement contracts to ensure that quality specifications and contract requirements are communicated to suppliers.

## 7.2. Reviewing the Request for Proposal (RFP)

7.2.1. The FM and/or QM reviews and/or determines the appropriate reviewers for RFP.

7.2.2. The requester submits the RFP to the appropriate personnel for review.

7.2.3. Reviewers ensure that all RFP sections identified above are adequately addressed.

7.2.4. When the review is complete and comments incorporated, the requester forwards the RFP to the Contracts Manager for final review and approval.

7.2.5. The Contracts Manager transmits/communicates the RFP to the supplier(s) and provides a time period for the bids to be submitted. If subcontract modifications are identified during the solicitation for bids, the Contract Administrator will:

- a) Confirm/review the modification(s) with the personnel who initially reviewed the RFP.
- b) Communicate modifications and any additional requirements to the suppliers as soon as possible.
- c) Extend the time period if needed, to allow suppliers to adjust their bids accordingly to accommodate the modifications.

7.2.6. The Contract Manager submits the completed RFP to the DCA for retention per BGS-RM-01, *Quality Assurance Records*.

## 7.3. Bid Evaluation

7.3.1. When the bids are received, the Contracts Manager forwards the bids to the

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same reviewers that reviewed the RFP for evaluation.

7.3.2. Reviewers review the bids to determine the Supplier's capability to perform the SOW and meet the technical and QA requirements in the RFP. The bids are also evaluated for conformance to bid document(s) submittal, supplier's personnel experience, the Supplier's capability, Supplier's past performance, alternates, exceptions and cost.

a) If the item or service to be provided is for work scope designated at a Quality Level 2 (QL-2) or Quality Level 3 (QL-3) AND the supplier will be conducting work under their own QAP and procedures (instead of working under BGS QAP and applicable procedures), then the supplier shall be qualified according to procedure BGS-QA-23, *Supplier Qualification* prior to commencement of work.

b) Any unacceptable quality conditions identified during the Supplier's evaluations must be satisfactorily resolved prior to placing the Supplier on the ASL and award of a contract.

7.3.3. When the bid evaluation is completed and the supplier selected, the requester notifies the Contracts Manager.

#### 7.4. Contract Award

7.4.1. The Contracts Manager drafts the contract, obtains tracking number from DCA, obtains appropriate reviews and approvals, and notifies the supplier. The Contract and SOW include the information listed in Attachments 3 and 4.

Note: BGS often issues Professional Service Contracts when several tasks or a multi-step task is involved. Task Orders contain the specific statement of work and provide funding to allow the subcontractor to initiate work (services). This is similar to a "Work Release" for a consulting agreement.

#### 7.5. Procurement Document Change Control

7.5.1. Procurement document changes affecting the technical or QA program requirements shall have the same review and approval requirements as were utilized in the preparation of the original documents.

7.5.2. Minor changes to procurement documents, such as inconsequential editorial corrections or typographical error corrections, do not require the revised document to receive the same review and approval as the original document. To avoid a possible omission of a required review, the type of minor changes that do not require such a review and approval are determined by the individual who has signature or approval authority for the document.

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7.5.3. Subcontract modifications identified after the contract is awarded will be handled as follows: The Contracts Manager will

- a) Confirm/review the modification(s) with the personnel who initially reviewed the RFP.
- b) Communicate BGS's contract modification(s) and any additional requirements to the suppliers with 30 days of receipt of contract modification(s).
- c) Request that the supplier provide the modification's impact on cost, schedule or ability to complete the modification.
- d) Coordinate negotiations as necessary and adjust the subcontract to include the modification.
- e) Modifications with in the initial statement of work and requirements are typically accomplished with Task Orders or Work Releases.
- f) Contract Modifications (changes to the Services Agreement or Consulting Agreement) are required when changes outside of the initial Scope of Work or changes to Terms and Conditions (e.g., requirements) occur.

#### 7.6. Monitoring Performance

7.6.1. Monitoring of subcontracts via site visits, surveillance, inspections or audits will be done commensurate with the scope, complexity and importance of the activity.

7.6.2. The requester with assistance from the QM, is responsible for ensuring that subcontractor performance is monitored and hold points executed during the course of the contract.

7.6.3. The requester's FM may identify and assign a different point of contract (other than the requestor), after contract award, who will be responsible to monitor supplier's or subcontractor performance as stipulated in procurement and BGS oversight documentation (Source Verification Plan, Oversight Plan, etc.).

#### 7.7. Review and Approval of Supplier Documentation

7.7.1. Supplier generated documents (deliverables) shall be reviewed and approved according to BGS-QA-08, *Review and Approval of Supplier Documents*.

#### 7.8. Control of Items and Services

7.8.1. The extent of the verification activities performed by BGS shall be a function of the relative importance, complexity, and quantity of the item or services procured and the Supplier's quality performance. Acceptance of items and

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services are planned and conducted in accordance with procedure BGS-QA-07, *Control of Items and Services*.

## **8. RECORDS**

- 8.1. The records listed below are QA records. QA records will be submitted to the DCA or designee for retention in accordance with BGS-RM-01, Quality Assurance Records.
- 8.2. Records Generated
  - 8.2.1. Consultant Agreements and Work Releases
  - 8.2.2. Request for Proposals
  - 8.2.3. Subcontracts and Task Orders
  - 8.2.4. Supplier Generated Documents (deliverables)

## **9. ATTACHMENTS**

- 9.1. Attachment 1 - Consultant Agreement and Work Release (Example)
- 9.2. Attachment 2 - Subcontract for Items and Services and Task Order (Example)
- 9.3. Attachment 3 - Exhibit/Schedule A - (Example)

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## ATTACHMENT 1 - Consultant Agreement and Work Release - EXAMPLE

### CONSULTING AGREEMENT ( \_\_\_\_\_ )

This Consulting Agreement (this "Agreement") is entered into by and between **Boston Government Services, LLC** ("BGS" or the "Prime Contractor"), a Tennessee limited liability company, and \_\_\_\_\_ ("Consultant"), effective as of \_\_\_\_\_, 2015.

In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### 1. DESCRIPTION OF WORK

1.1. The Consultant shall support \_\_\_\_\_ ("Client") under contract \_\_\_\_\_ with BGS on specific work as mutually agreed. Work will be defined by work releases that may be issued from time to time by BGS and accepted by Consultant (the "Work Release"). At no time shall Consultant perform work and/or services beyond the scope of the Work Release. Performance of work and/or services not included in authorized Work Releases is at the Consultant's sole risk and will not be reimbursed by the Prime Contractor without prior written agreement between Consultant and Prime Contractor.

1.2. Performance of the work and/or services included in a Work Release will be conducted under the direction of BGS's President and/or his designee. Consultant shall communicate directly with Client for technical direction related to work within scope of the Work Release. Consultant shall keep BGS informed of new technical direction from Client. At no time shall the Consultant perform work and/or services outside of the scope of the approved Work Release as modified from time to time by the Authorized Representatives (as defined below) of both parties. Performance of any work and/or services without proper authorization is at the sole risk of the Consultant, and may result in non-reimbursement for work and/or services performed.

#### 2. PERIOD(S) AND PLACE(S) OF PERFORMANCE

2.1. This Agreement is valid from \_\_\_\_\_, 2015 through \_\_\_\_\_, 2016 (the "Term"). This Term does not guarantee or imply any work and/or services will be required and/or performed by the Consultant. The parties agree that notwithstanding any termination of this Agreement, Section 7 shall survive any such termination and remain in full force and effect.

2.2. Travel will be required for the performance of some of the agreed upon Work Releases. Travel necessary for Consultant's performance of work and services within the scope of the Work Releases will not have to be pre-approved by BGS. Travel expenses must be within the total funding authorized for the consultant's Work Release.

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3. AGREEMENT TYPE, LEVEL OF EFFORT, ESTIMATED PRICE

- 3.1. This Agreement shall be administered on a Time and Materials (“T&M”) basis.
- 3.2. In performance of the work and/or services included in Work Releases, Consultant will provide services at the hourly rate of \$\_\_\_\_\_.

4. KEY PERSONNEL AND AUTHORIZED REPRESENTATIVES

- 4.1. \_\_\_\_\_ is a key person under this contract (the “Key Person” or the “Key Personnel”). All work under this Agreement must be performed by Key Personnel, unless prior written authorization is obtained.
- 4.2. The following personnel (the “Authorized Representatives”) have authorization to represent their respective organizations in the conduct and performance of this Agreement:

AUTHORIZED REPRESENTATIVE

for BGS:                                 Harry L. Boston

for Consultant:                         \_\_\_\_\_

Prime Consultant’s Authorized Representative as designated above is the only individual authorized to modify any term or condition of this Agreement, accept nonconforming work performed, and/or waive any requirement of this Agreement.

- 4.3. Consultant shall proceed promptly in performing work assignments as directed and authorized by Prime Contractor’s Authorized Representative or under technical direction of Client. If, in Consultant’s opinion, the directions and instructions given by Prime Contractor’s Authorized Representative exceed the scope of an approved Work Release and/or this Agreement, Consultant shall not proceed.

5. PAYMENT

- 5.1. One (1) original version of Consultant’s invoices shall be submitted to the following:

Boston Government Services, LLC (BGS)  
2532 Jones Rd  
Lenoir City, TN 37771

Or electronically to: [accountspayable@BGS-LLC.COM](mailto:accountspayable@BGS-LLC.COM)

Consultant shall submit invoices to the Prime Contractor on a monthly basis and these invoices should reflect a breakdown of hours worked on each assigned and active task in the Work Releases. All requests for travel payment shall have adequate supporting documentation and include a copy of the Travel Expense Claim to substantiate the invoiced costs. Prime Contractor shall make payments to Consultant net 30 days or PWP of the date of invoice submittal, whichever is less.

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- 5.2. Consultant shall be compensated, per the approved hourly billing rate identified in this Agreement, for labor hours worked in support of the Prime Contractor.
- 5.3. Consultant shall not start a task without prior issuance of a Work Release by the Prime Contractor under this Agreement.
- 5.4. Travel and per diem costs shall be allowable in accordance with FAR Subpart 31.205-46, DEAR Subpart 970.3102-17, and the Federal Travel Regulations.

**6. LIMITATIONS ON DELEGATION OF SERVICES AND ASSIGNMENT OF RIGHTS**

- 6.1. The work and/or services provided by Consultant in the performance of this Agreement shall be performed only by Key Person. Consultant shall not substitute personnel without prior written approval from the Prime Contractor.
- 6.2. Neither this Agreement nor any interest in it shall be assigned or transferred by Consultant to any party without prior written approval from Prime Contractor's Authorized Representative.

**7. PROPRIETARY INFORMATION**

To the extent that the work and/or services performed requires access to confidential and/or proprietary information belonging to the Government, other companies, and/or Prime Contractor, Consultant agrees not to appropriate such information for its own use or to disclose such information to third parties without prior written approval of Prime Contractor's Authorized Representative. Consultant agrees to disclose any real, possible or apparent conflict of interest. Consultant shall sign a Non-Disclosure or Confidentiality Agreement as part of this Agreement.

**8. MISCELLANEOUS PROVISIONS**

- 8.1. This Agreement constitutes the entire agreement between Prime Contractor and Consultant for the work and/or services to be performed and supersedes all prior representations and agreements, whether written or oral.
- 8.2. This Agreement is subject to and shall be interpreted in accordance with the laws of the State of Tennessee.
- 8.3. The headings included in this Agreement are included for convenience only and do not affect the interpretation of the provisions included in the agreement in any way.
- 8.4. Consultant agrees that all writings and work product produced by its officers, employees, and agents under this Agreement shall be the sole property of BGS.
- 8.5. Consultant is an independent contractor and no employment relationship is created by this Agreement. BGS exercises no control over Consultant's efforts or the method of accomplishment of Consultant's work. BGS therefore has no liability for negligence, property damage, or personal liability injury, which may be alleged to be incurred in



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- the performance of this Agreement. Likewise, BGS has no responsibility for insurance, fringe benefits, or withholding of income or employment taxes related to Consultant. Consultant, including its officers, employees, and agents, is not entitled to any of the benefits provided by Prime Contractor to its employees.
- 8.6. Consultant should maintain such insurance to protect it from claims that may arise out of or result from its operations. If Consultant chooses not to maintain insurance to protect it from claims that may arise out of or result from its operations, Consultant accepts that BGS's insurance coverage does not extend to the Consultant and Consultant assumes all responsibility for claims in the absence of insurance. If insurance is obtained, a Certificate of Insurance, if applicable, shall be forwarded to the Prime Contractor within sixty (60) days after initiating work and/or services under this Agreement. A minimum of thirty (30) days notice shall be given to the Prime Contractor's Authorized Representative prior to cancellation of insurance.
  - 8.7. References to "days" in this Agreement indicate calendar days unless specifically noted otherwise (e.g., working days).
  - 8.8. This Agreement is not exclusive. It is recognized that Consultant will have other business clients. Work performed under a Work Release by Consultant for a particular BGS client does not prohibit Consultant from performing other work (not the same or similar) directly for that particular client or for another organizational entity of that client. For example, performance of work for another division of a business or the same division of a business at another geographic location/facility is not prohibited. In addition, performance of work for a different organization within a governmental entity is not prohibited, e.g., field organization vs. headquarters or separate headquarters organizations. Consultant shall disclose any real or perceived conflict of interest. Prime Contractor may use the services of other Consultants in similar geographical locations at the discretion of the Prime Contractor.
  - 8.9. The Term of this Agreement may be extended by mutual written agreement of the Prime Contractor and the Consultant for additional one-year periods or other periods as agreed. Prime Contractor shall have the unilateral option of extending the Term for an unlimited number of additional one-year periods by giving written notice of its intent to extend at least thirty (30) days before the end of the initial Term or any extension thereof. The preliminary notice does not commit the Prime Contractor to an extension. An extension can only be exercised and put into effect by issuance of a formal modification to this Agreement.
  - 8.10. Prime Contractor and Consultant may cancel or modify this contract by mutual agreement. Prime Contractor shall have the unilateral option of canceling this Agreement for any reason, including without limitation, if performance of Consultant is not as expected by Prime Contractor; or if, in the opinion of the Prime Contractor, a conflict of interest was not properly disclosed. Prime Contractor may cancel this Agreement at any time for any reason by giving Consultant fifteen (15) days advance

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written notice of cancellation. Consultant shall have the unilateral option of canceling this Agreement and may cancel further services immediately upon nonpayment of any fee or required reimbursement of cost as required by this Agreement. However, continuation of services shall not be construed as a waiver of the default. Consultant may cancel this Agreement at any time for any reason by giving Prime Contractor fifteen (15) days advance written notice of cancellation. The filing of a voluntary or involuntary petition in Bankruptcy for or against either party shall trigger an immediate right to terminate this agreement by either party.

- 8.11. The invalidity or unenforceability of any part of this Agreement, for any reason, shall not prejudice or affect the validity or enforceability of the remainder, and if any time any one or more of the provisions of this Agreement (or any paragraph, sub-paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason, the parties hereto shall use their best efforts to agree upon a replacement for such invalid or unenforceable provision in terms which correspond as closely as possible to the original provision, but if such replacement is unable to be accomplished then the same will be deemed omitted, and the validity and/or enforceability of the remaining provisions of this Agreement will not in any way be effected or impaired thereby.
- 8.12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and permitted assigns. However, Consultant may not assign this Agreement without BGS's prior written consent.
- 8.13. The parties hereto represent and warrant that they have full power and authority to execute, deliver and perform this Agreement and such other instruments as required herein and to consummate the transactions contemplated hereby, and that, when executed, this Agreement shall be valid, binding and legally enforceable against each of the parties hereto.
- 8.14. This Agreement may be executed and delivered by facsimile signature or PDF and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. BGS Contract Flow Down Requirements (per DOE)
- 9.1. **Security Requirements:** If Consultant or other supporting personnel (the "Personnel") lack an active security clearance, a background check (the "Background Check") must be conducted to include: (1) a credit check; (2) verification of a high school degree or diploma or a degree or diploma granted by an institution of higher learning within the past five years; (3) contacts with listed references; (4) contacts with listed employers for the past 3 years (excluding employment of less than 60 working days duration, part-time employment, and craft/union employment); and (5) local law enforcement checks when such checks are not prohibited by state or local law, statute, or regulation, and when the Consultant or Personnel have resided in the jurisdiction

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where the Consultant is located. The Consultant or Personnel shall certify information to include, as a minimum, verification of personal identity, previous employment and education, and the results of a credit and law enforcement check. Consultant or Personnel shall obtain the Background Check at their own expense. Prime Contractor may assist with submitting paperwork associated with the Background Check on behalf of Consultant or Personnel.

- 9.2. Consultant and Personnel providing Services shall, at the Prime Contractor's expense, obtain a drug and alcohol screening prior to starting work.
- 9.3. Consultant and Personnel providing Services shall comply with the Prime Contractor's Safeguards and Security Awareness Program or a substantially similar program approved by the Prime Contractor.
- 9.4. Consultant and Personnel providing Services shall comply with the Prime Contractor's Quality Assurance Program or a substantially similar program approved by the Prime Contractor.
- 9.5. Consultant and Personnel providing Services shall comply with the Prime Contractor's Health, and Safety Plan or a substantially similar plan approved by the Prime Contractor.
- 9.6. Consultant and Personnel providing Services shall comply with Prime Contractor's Workplace Substance Abuse Program or a substantially similar program approved by the Prime Contractor.
- 9.7. Consultant and Personnel providing Services shall maintain Liability and Workers Compensation Insurance. The insurance required by this clause shall be written for not less than limits of liability specified in the Task Order or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Certificates of insurance are required prior to the start of work.
- 9.8. Consultant and Personnel providing Services shall sign and return to the Prime Contractor the provided Non-Disclosure Agreement and Conflict of Interest Form prior to the start of work.
- 9.9. These provisions shall be flowed down to any lower-tiered subcontractors or consultants.

## 10. REPORTING

- 10.1. Consultant shall submit monthly written progress reports, including hours worked, to the Prime Contractor identifying the status of each Work Release.

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11. NOTICES

11.1. Any notice required or permitted to be given under the terms of this Agreement shall be sufficient if in writing and if sent postage prepaid by United States registered or certified mail, return receipt requested; by hand delivery; by Federal Express or other reputable national overnight courier service; or by confirmed telecopy (facsimile), to the following designated representatives of the parties (or such other person as subsequently designated by the parties hereto in writing) at the following addresses (or such other address as may be subsequently designated by the parties hereto in writing):

If to Consultant:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Prime Contractor:

Boston Government Services, LLC (BGS)  
 Attn: Harry L. Boston  
 2532 Jones Road  
 Lenoir City, TN 37771  
 Fax: (865) 622-6494

In witness whereof, the parties have executed this Agreement as of the day and year first written above.

**Boston Government Services, LLC**

\_\_\_\_\_

By: Harry L. Boston, President

Signature: \_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_  
 \_\_\_\_\_

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**WORK RELEASE 1**

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This Work Release is issued pursuant to that certain Agreement CA-15-019 dated June 18, 2015 whose terms and conditions are incorporated by reference herein.

**Period of Performance:** TBD

Scope: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Labor Hours/Funds Authorized:**

Labor Hours – XXX.X  
 Labor Funds - \$XXX.XX (not to exceed)

**Travel** as requested and authorized by Client.

This task must be invoiced separately from any other task assigned.

The invoice must reference Agreement No. and Work Release No., actual hours worked on a daily basis, summary description of the work completed, the hourly rate approved in this work release, and the total amount due. The invoice must include the signature of the Consultant.

Travel costs must be in accordance with the limits established in the Federal Travel Regulations (FTR).

Work Release approved by:

BOSTON GOVERNMENT SERVICES, LLC

By: \_\_\_\_\_  
 Harry Boston, President

Work Release accepted by:

\_\_\_\_\_  
 \_\_\_\_\_, Consultant

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**ATTACHMENT 2 - Subcontract for Items and Services & Task Order - EXAMPLE**

**Tracking Number:** \_\_\_\_\_

This Agreement, with an Effective Date of mm/dd/year, is between **Boston Government Services, LLC (BGS)** a Tennessee Company having a corporate office at 2532 Jones Road, Lenoir City, Tennessee 37771 (**the “Client”**) and \_\_\_\_\_ having an office at \_\_\_\_\_ (**the “Contractor”**). As used in this Agreement, the term Contractor shall include the Contractor’s employees and agents, and the terms and conditions of this Agreement will apply to and be binding upon such employees and agents of the Contractor.

**I. DESCRIPTION OF WORK**

Contractor shall provide to Client the services as described in Exhibit / Schedule A. The Services shall be provided subject to the Terms and Conditions described herein or by reference. Contractor agrees to furnish personnel, facilities, equipment, materials, supplies and services (except those furnished by the Client) necessary to perform of the scope or work as defined in Exhibit/Schedule A.

**II. CLIENT AND CONTRACTOR ADMINISTRATIVE CONTACTS**

**CLIENT:**  
 Contracts Manager  
 Boston Government Services, LLC (BGS)  
*(insert contact information)*

**CONTRACTOR:**

In consideration of the mutual obligations assumed under this Agreement, Client and Contractor agree to the Terms and Conditions attached hereto and incorporated by reference and represent that this Agreement is executed by duly authorized representatives as of the dates below:

**AGREED BY:**

**BOSTON GOVERNMENT SERVICES, LLC (BGS)**

**ENTER FULL CONTRACTOR COMPANY NAME**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Contracts Administrator  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

1.0 Services. Contractor will perform the services (**Services**) and deliver the deliverables (**Deliverables**) described in the Statement of Work, set forth in Exhibit/Schedule A.

2.0 Place of Performance. Services will be performed at the Client’s place of business, or the

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Contractor's place of business, or other off-site locations as determined by individual Task Orders.

3.0 Effective mm/dd/year. This Agreement shall be effective as of the date first written above (the Effective Date), and shall continue in full force and effect until the Services have been completed or the Agreement has been terminated in accordance with Section 12.0 herein.

4.0 Key Personnel. Key personnel will be determined by each Task Order. The Contractor must notify the Client before diverting any listed person(s) to another program, providing justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made without the consent of the Client.

- (1) XX
- (2) XX
- (3) XX

5.0 Terms and Conditions. Contractor shall provide Client an invoice for time spent on this project monthly and according to the terms and conditions of the task order.

Terms and Conditions shall be in accordance with applicable flow down provisions from \_\_\_\_\_.

6.0 Reporting of Sales and Industrial Funding Fee (IFF)  
Put N/A if not applicable

7.0 Payment Terms.

- (a) Client shall pay contractor on a Time and Materials basis within 14 days after receipt of payment from the client. The Contractor will use good faith efforts to complete the Services and deliver the Deliverables within the estimated price ("Estimated Price") set forth in each assigned Task Order, but does not guarantee that the Services can be completed or the Deliverables can be delivered within the Estimated Price.
- (b) Travel will be reimbursed in accordance with Exhibit / Schedule A and Federal Travel Regulations (FTR) for travel requested and prior-approved by the Client or as otherwise stated in Exhibit A.
- (c) All invoices must be supported by evidence of actual payment and by individual daily job timecards, records, which verify the employees meet the qualifications for the labor categories specified in the Task Order, or other substantiation approved by the Client.
- (d) Each invoice shall include the labor amount invoiced, the cumulative travel reimbursement, and other material costs invoiced, if applicable.

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- (e) Contractor shall provide an invoice once per month and at the completion of the scope of work listed in Exhibit/Schedule A.
- (f) Client shall have no obligation to pay the Contractor more than the Estimated Price set forth in each assigned Task Order. The Contractor shall have no obligation to provide labor or incur costs or expenses having a combined value more than the Estimated Price set forth in each assigned Task Order, even if the Services have not been completed or the Deliverables delivered, or the results desired by Client have not been achieved. The parties may, by mutual written agreement, increase the Estimated Price set forth in each assigned Task Order.
- (g) Invoiced amounts will be paid electronically or by check sent to the following location(s):

Electronic Funds Transfer:

Bank Name:

Address:

City, State, Zip Code

Routing:

Bank Acct:

Send Invoice to:

E-mail:

Vendor Contact:

US Mail:

Boston Government Services

2532 Jones Road

Lenoir City, TN 37771

A fully executed W-9 Request for Taxpayer Identification Number and Certification Form is required as part of the initial agreement and by January 15 of every year that this agreement remains in effect.

For all electronic payments, a \_\_\_\_\_ Automated Clearing House (ACH) Form must be completed.

- 8.0 Confidentiality. In the event either party determines that it is necessary to provide confidential, proprietary, or trade secret information to the other party in connection with this Agreement, such disclosure will be made only after the parties have executed a mutually satisfactory Non-Disclosure Agreement. Nothing in this Agreement or in the Non-Disclosure Agreement referred to in this section shall be deemed to restrict or prohibit Contractor from providing to others services and deliverables the same as or similar to the Services and Deliverables. In providing any such similar services or deliverables to any third party, Contractor shall keep confidential any Client confidential, proprietary or trade secret information which is subject to the Non-Disclosure Agreement executed pursuant to this section, in accordance with the requirements of such agreement.



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9.0 Intellectual Property. Client and Contractor shall each retain ownership of, and all right, title and interest in and to, their respective, pre-existing Intellectual Property (as hereinafter defined), and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

10.0 Insurance. As required in \_\_\_\_\_.

11.0 Termination and Renewal. The initial term of this Agreement shall commence on the Effective Date and end on \_\_\_\_\_, unless earlier terminated as provided below. Renewals or additional extensions of the Agreement (such as month-to-month) may be added upon written agreement and approval of both parties.

Either party may terminate this Agreement for any reason upon 14 days written notice to the other party. Termination will not affect payment obligations incurred under this Agreement for Services performed prior to the date of termination.

12.0 Limited Warranty.

(a) Contractor warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. In the event of any breach of the foregoing warranty, provided Client has delivered to Contractor timely notice of such breach as hereinafter required, Contractor shall, at its own expense, in its discretion either: (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Client that portion of the amounts received by Contractor attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Client has delivered to Contractor written notice specifying in detail the non-conformities within 120 days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

(b) Contractor specifically disclaims any other express or implied standards, guarantees, or warranties, including any warranties of merchantability, fitness for a particular purpose or non-infringement, and any warranties that may be alleged to arise as a result of custom or usage, any warranty of errorfree performance, or any warranty of third party products, or functionality of the client's hardware, software, firmware, or computer systems.

(c) Client represents and warrants to Contractor that Client has the right to use and furnish to Contractor for Contractor's use in connection with this Agreement, any information, specifications, data or Intellectual Property that Client has provided or will provide to Contractor to facilitate performance of the Services and to create the Deliverables identified in Exhibit/Schedule A.

13.0 Limitation of Liability.

(a) Contractor's total liability to Client for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability

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or otherwise, shall not, in the aggregate, exceed the amount actually paid to Contractor under this Agreement, or under the specific Task Order at issue, whichever is less.

(b) Contractor will indemnify, defend and hold harmless the Client and its directors, officers, employees and agents from and against all taxes, liabilities, claims, damages, losses and expenses of every kind and nature whatsoever, (including without limitation attorneys' fees and other legal expenses) to the extent of the negligent acts attributed to (a) any breach of this Agreement by Contractor, (b) any acts or omissions of Contractor in the performance of the Services, unless otherwise limited by the Contractor disclaimers of representations and warranties, (c) any inaccuracy in the representations and warranties made by Contractor under this Agreement, (d) any infringement or misappropriation of any patent, copyright, trade secret, trademark or other intellectual property right by work product or other materials created or furnished by Contractor under this Agreement, or (e) a determination by a court or agency that Contractor is not an independent contractor.

(c) In no event shall either Client or Contractor be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

14.0 Non-Waiver of Rights. The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

15.0 Rights and Remedies Not Exclusive. Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

16.0 Severability. If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

17.0 Conflicting Provisions. This Agreement and all of the Schedules, flow down clauses, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Prime Contract No. xxxxxx
- (b) Consulting Agreement
- (c) Exhibit / Schedule A
- (d) Executed Task Orders

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- 18.0 Assignment. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.
- 19.0 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee, without regard to its laws relating to conflict or choice of laws.
- 20.0 Interpretation. The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.
- 21.0 Disputes. Any controversy, claim or dispute (“Dispute”) arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the County of Anderson, State of Tennessee. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages which are excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than one year after the date on which Contractor concludes performance under this Agreement.
- 22.0 Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.
- 23.0 Notices. All notices or other written communication required or permitted to be given under any provision of this Agreement shall be deemed to have been given by the notifying party if mailed by certified mail, return receipt requested, to the receiving party addressed to the mailing address set forth in the first paragraph of this Agreement, or such other

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address as the parties may designate in writing to the other parties. Additionally, notices sent by any other means (i.e., facsimile, electronic mail (e-mail), overnight delivery, courier, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

- 24.0 Relationship of Parties. Contractor is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of Contractor and Client. This Agreement does not constitute Contractor as an employee of Client. Contractor and Client are independent contractors. Contractor acknowledges it has no authority to bind or contract in the name or for the account of Client, and Client acknowledges it has no authority to bind or contract in the name or for the account of Contractor. Under no circumstances shall this Agreement be construed as a contract for the appointment of Contractor as an agent of Client or as a contract for the appointment of Client as an agent of Contractor pursuant to the national laws of any country in which Contractor engages in work for the Client. Contractor will not be entitled to any workers' compensation, pension, retirement, insurance or other benefits afforded to employees of Client, and will retain full control over the manner in which it performs the Services. This Agreement will not be construed to create a partnership, joint venture or employment relationship between the Contractor and the Client.
- 25.0 Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.
- 26.0 Waiver or Modification. This Agreement may be modified or amended, or part or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of the party against whom enforcement of the purported modification or waiver is sought.
- 27.0 Entire Agreement. This Agreement, including any and all Schedules attached hereto, which are hereby incorporated by reference, constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services or Deliverables to be provided hereunder.
- 28.0 Survival. The provisions of Sections 7, 8, 9, 10, 11, 12, 13, 14, 21, and 25 shall survive the termination or expiration of this Agreement.

## 1.0 Billing Rates

Payment will be based upon the following labor categories on a Time and Materials basis:

		<b>Base Period</b>	<b>Option Period 1</b>	<b>Option Period 2</b>	<b>Option Period 3</b>
		<b>Fully Burdened</b>	<b>Fully Burdened</b>	<b>Fully Burdened</b>	<b>Fully Burdened</b>
<b>Labor Category Level</b>	<b>Personnel</b>	<b>Labor Rate</b>	<b>Labor Rate</b>	<b>Labor Rate</b>	<b>Labor Rate</b>

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Base Period: 12 months from start date mm/dd/year and runs consecutively in one year increments for all exercised options years (unless otherwise stated).

**2.0 Travel Authorizations**

Travel authorization is required. Travel Reimbursement will be per Federal Travel Regulations. Contractor will invoice Other Direct Costs (ODCs) and Travel costs incurred plus Administration Fee as an actual allowable cost on a percentage rate basis at the current G&A rate fee in effect at the time ODC or Travel expense occurs.

**Other Terms and Conditions**

Flow downs from Prime Contract No. xxxxxxxxxxxxxx are applicable.

**Task Order 000**

**Start Date:**

**Period of Performance:**

**SOW - Services and Deliverables:**

**Labor Cost:**

Task 1: not to exceed \$ 0 (task for BGS not yet funded)

Task 2: not to exceed \$ 0 (task for BGS not yet funded)

**Travel:** as approved

BGS Authorization \_\_\_\_\_ Date: \_\_\_\_\_

Harry L. Boston, Ph.D.

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### ATTACHMENT 3 - Exhibit/Schedule A - EXAMPLE

**NOTE:** *The procurement documents for subcontracts for items and services shall contain the following sections, as applicable: If a section is not applicable to the specific procurement, then include the section however, note "Not Applicable".*

The Contractor shall furnish the services at the rates and conditions specified below:

- **Scope** - this section includes a statement of the work scope to be performed. The statement includes the item or service to be purchased and the quantity to be purchased (e.g., number of items or hours of service, as applicable). The scope shall be clear, precise, and in sufficient detail to ensure adequate communication of what is to be performed.
- **Technical Requirements** — technical requirements shall be specified. Where necessary, these requirements are specified by reference to specific drawings, specifications, codes, standards, regulations, procedures, or instructions, including revisions thereto that describe the items or services to be furnished.
- **Quality Assurance Program Requirements** — This section will: 1) define BGS expectations for the Suppliers to either follow BGS’s QA Plan (QAP) and complete corresponding training or require Suppliers to have a quality assurance program consistent with the QAP established for the project and 2) include applicable QA requirements, design basis, test, inspection, acceptance criteria and hold points for determining the acceptability and quality of the item or services being procured. These requirements shall be consistent with importance and/or complexity of the item or service being procured. In addition, the following standard QA clauses will be incorporated into this section as deemed applicable by the QA manager:
  - The supplier shall incorporate appropriate QA program requirements in subtier procurement documents.
  - The supplier shall notify BGS when significant changes to their QA Program are made;
  - Suppliers shall have controls in place to ensure SCI are not used in the performance of this contract.
- **Right of Access** — identify the right for access to the Supplier’s facilities and subtier suppliers facilities and records for surveillance, inspection or audit by BGS, BGS’s designated representative, and/or other parties authorized by BGS. Subcontract oversight activities will be commensurate with the complexity, significance and cost of the supplies and services.
- **Documentation Requirements** — identify the documentation required to be submitted for information, review, or approval by BGS, and any documentation the supplier must submit to BGS for approval prior to or during the course of the contract. The time of submittal shall be established. When BGS requires the Supplier to maintain specific QA records, the retention times and disposition requirements are prescribed.
- **Nonconformances** — Specify BGS’s requirements for the Supplier’s reporting of nonconformances per BGS-QA-07, *Control of Items and Services*.
- **Spare and Replacement Parts** — Not Applicable - BGS does not procure spare and replacement parts, therefore this section is not applicable.