

## **PROFESSIONAL SERVICES SPECIAL PROVISIONS**

**INDEMNIFICATION** - The SELLER/SUPPLIER shall indemnify and hold harmless BIW against any and all liability, loss, damages, cost or expenses (including reasonable attorneys' fees) for personal injury or damage to real or tangible personal property which BIW may sustain, incur or be required to pay, arising out of or in connection with this Contract provided SELLER/SUPPLIER is notified of any claim within a reasonable time after BIW becomes aware of it and is afforded an opportunity to participate in the defense of such claim. No limitation of liability provision of this Contract shall apply to the indemnification provided by this Article.

**INSURANCE** - Prior to the commencement of any work, SELLER/SUPPLIER shall take out and maintain sufficient insurance to adequately protect BIW and SELLER/SUPPLIER from any and all claims by employees of SELLER/SUPPLIER for personal injury (including death), whether or not such claims are under applicable workers' compensation acts; and from any and all claims for injury (including death), loss or damage to any person or property which may arise or result from any act or omission of SELLER/SUPPLIER or any person employed by or under contract with SELLER/SUPPLIER. Said insurance coverage shall not be less than the following minimum amounts; Workers' Compensation Insurance, as may be required by Maine Law; Comprehensive General Liability including contractual and completed operation coverage, the minimum limits for each occurrence shall be \$1,000,000 Bodily Injury and Property Damage combined single limit per occurrence; and Automobile Liability on owned, hired and non-owned vehicles (where automobiles are to be used), the minimum limits for shall be \$1,000,000 Bodily Injury and Property Damage combined single limit per occurrence.

SELLER/SUPPLIER shall be prepared, prior to commencement of work, to furnish to BIW Certificates of Insurance naming BIW as additional insured and evidencing the aforementioned amounts.

As regards to workers' compensation, the insurance carrier agrees to waive its right to subrogation.

**INFRINGEMENT** - The SELLER/SUPPLIER shall defend, indemnify, and save BIW harmless, at SELLER/SUPPLIER's expense, against any action or suit brought for any loss, damage, expense or liability that may result by reason of any infringement of any United States patent, trademark, service mark, trade secret, copyright or legally protected proprietary information right based upon the use or installation of any material, equipment, programs or services furnished to BIW hereunder. Should any of the materials, equipment, programs or services furnished to BIW hereunder or the operation thereof, become the subject of a claim of any infringement of a United States patent, trademark, service mark, trade secret, copyright or legally protected proprietary information right, SELLER/SUPPLIER shall, at its expense, either procure for BIW the right to continue using the material, equipment, program or service; replace or modify the same so that they become non-infringing; or refund to BIW the full purchase price of the infringing items.

**TAXES** - BIW's tax liability hereunder shall be limited to those taxes of the federal, state and local governments imposed in connection with the services rendered hereunder. Such taxes shall be billed as a separate item on SELLER/SUPPLIER's invoices and shall not be included in the prices set forth in this Contract. In no event shall BIW be responsible for any taxes based upon the SELLER/SUPPLIER's net income.

**INDEPENDENT SELLER/SUPPLIER** - SELLER/SUPPLIER and its subcontractors or the employees or agents of any of them are independent contractors for all purposes and at all times and in accordance with their status as independent contractors covenant and agree to conduct themselves consistent with such status. SELLER/SUPPLIER and its subcontractors will neither hold themselves out as nor claim to be officers or employees of BIW by reason hereof, nor will they make any claim demand or application to or for any right or privilege applicable to an officer or employee of BIW including but not limited to, worker's compensation coverages, unemployment insurance benefits, Social Security coverage or retirement membership or credit. SELLER/SUPPLIER shall be solely responsible for withholding or payment of all Federal, State and local income taxes and other payroll taxes with respect to its employees, including contributions from them as required by law.

**NONEXCLUSIVE MARKET RIGHTS** - It is expressly understood and agreed that this Contract does not grant SELLER/SUPPLIER an exclusive privilege to furnish to BIW any or all of the type of products or services which are the subject of this Contract which BIW may require. BIW expressly reserves the right to contract with others for the purchase of products or services comparable or identical to the products or services which are the subject of this Contract.

**PUBLICITY** - The SELLER/SUPPLIER shall not advertise, promote or publicize matters relating to the services performed under this Contract or mention or imply any relationship or connection with BIW in any advertising, promotion or publicity without the prior written consent of BIW.

**UNITED STATES CITIZENSHIP** - SELLER/SUPPLIER shall employ United States Citizens for work performed by SELLER/SUPPLIER's employees at BIW's facilities, unless prior written approval has been obtained from BIW.

**HEADINGS** - The headings in this Contract are included for reference and convenience only and shall not be construed to define or limit any of the provisions contained therein.

**CONFIDENTIAL INFORMATION** - Any specifications, drawings, designs, data, computer programs, records, reports, documentation or other technical or business information written, oral or otherwise furnished or disclosed by BIW hereunder, shall be presumed to be confidential to BIW and when in tangible form shall be returned to BIW at the conclusion of this Agreement or shall be destroyed by the SELLER/SUPPLIER if BIW shall so direct. Unless such information was previously known to the SELLER/SUPPLIER free of any obligation to keep it confidential, or is subsequently made public by BIW or by a third party having a legal right to make such disclosure, it shall be held in confidence by the SELLER/SUPPLIER, shall be used only for the purposes hereunder, and may be used for other purposes only upon such terms and conditions as may be mutually agreed upon in writing. The SELLER/SUPPLIER shall obligate each of its employees, agents and subcontractors to keep such information confidential in accordance with the foregoing requirements.

**SURVIVAL** - The obligations of the parties under this Contract which by their nature continue beyond the expiration of this Contract, shall survive any termination or cancellation of this Contract.

### **Background Checks and Drug Testing**

#### **A. Background Checks.**

SELLER/SUPPLIER will conduct the following pre-employment background checks on all candidates who will provide services to BIW to verify the accuracy of the information provided on the candidate's job application. Results of background checks and a completed checklist (Attachment C) must be provided before the candidate is finally accepted to work at BIW.

1. Social Security Number or Registration Number;
2. Verify name and address;
3. Credit Checks, if required – Procurement, Finance and Executive, positions only;
4. Employment History
  - a. Dates of employment (7 years);
  - b. Job title (7 years);
  - c. Reason for termination (prior employer – if disclosed);
  - d. Salary verification (prior employer – if disclosed);
5. Criminal History check (felony- and misdemeanor convictions-7 years). Juvenile records excluded;
6. Driving Records, if required – Positions for which one of the primary functions requires driving a company vehicle;
7. Citizenship Status
8. References

#### **B. Drug Testing**

SELLER/SUPPLIER will conduct drug testing on all candidates who will provide services to BIW. SELLER/SUPPLIER will advise all candidates that they will need to pass a drug screen before placement at BIW. All testing must be conducted by a forensic laboratory certified by the National Institute of Drug Abuse (NIDA) of the U.S. Department of Health and Human Services to conduct such screening. All testing will be conducted in accordance with the applicable laws and regulations governing the location where the test is administered.

The testing must be performed no more than thirty (30) days prior to the candidate beginning work at BIW and test results and a completed checklist (Attachment C to each Task) must be provided to BIW before the candidate is scheduled to begin work. A candidate must pass the drug tests in order to provide services to BIW.

For candidates presented by SELLER/SUPPLIER to BIW, SELLER/SUPPLIER will require the candidate's consent to such testing prior to submitting them as candidates to BIW. For these candidates SELLER/SUPPLIER will order the drug testing upon BIW's selection of a candidate for assignment.

For candidates presented to SELLER/SUPPLIER by BIW, SELLER/SUPPLIER will order the drug testing after obtaining the candidate's consent to such testing.

Screening will be by the Emit (Enzyme Multiplied Immunoassay Test) methodology. Confirmation testing will be by the GC/MS (Gas Chromatography/Mass Spectrometry) methodology.

The drugs for which applicants will be tested and the cutoff levels for positive test results are as follows:

|   | Urine<br><u>Initial Screening Test</u> |       | Urine<br><u>Confirmation Test</u> |       |
|---|--|-------|-----------------------------------|-------|
| 1. Alcohol - breathalyzer or urine test         | 0                                      | Zero  | 0                                 | Zero  |
| 2. Amphetamine/Methamphetamine                  | 1000G/100 ML                           |       | 500G/100 ML                       |       |
| 3. Barbiturates                                 | 300                                    | NG/ML | 300                               | NG/ML |
| 4. Benzodiazepines                              | 300                                    | NG/ML | 200                               | NG/ML |
| 5. Cannabinoids (marijuana in urine)            | 50                                     | NG/ML | 15                                | NG/ML |
| 6. Cocaine and/or Metabolites                   | 300                                    | NG/ML | 150                               | NG/ML |
| 7. Methadone                                    | 300                                    | NG/ML | 300                               | NG/ML |
| 8. Methaqualone                                 | 300                                    | NG/ML | 300                               | NG/ML |
| 9. Opiats (morphine, codeine)*                  | 2000                                   | NG/ML | 2000                              | NG/ML |
| 10. Phencyclidine                               | 25                                     | NG/ML | 25                                | NG/ML |
| 11. *6-acetyl morphine (only if morphine >2000) | 10                                     | NG/ML |                                   |       |