

BMS 6.7.1.1 PURCHASE ORDER PROVISIONS

The following general provisions, including all the modification(s)/amendment(s) referenced herein, are incorporated as part of this purchase order. These provisions do not supersede or replace any prime contractor flow-downs with the commercial or government entity nor any executed subcontract agreements between the parties. The commencement of performance, services rendered against the issued purchase order or submitting an invoice against issued purchase order Subcontractor hereby agrees to the following provisions:

1. The Prime contract may be subject to the Service Contract Act (SCA) or Davis Bacon Act (DBA). The Subcontractor is responsible for ensuring that the base rates proposed for personnel subject to the SCA/DBA applicable labor categories meet or exceed the corresponding minimum wages established by the Department of Labor (DOL) for the corresponding region (state/county) in which the task order is performed. TekSynap will not accept a request for an equitable adjustment if the subcontractor fails to properly classify and/or pay their employees the appropriate labor rate in accordance with the Service Contract Act as required by law. If the Government or commercial entity incorporates a revised wage determination during performance, TekSynap liability will be limited to any equitable adjustment associated with the change approved and paid by the ordering entity.
2. If goods are provided under the purchase order pursuant to a Prime or Subcontract subject to Trade Agreements Act, FAR 52.225-5 or other applicable laws Subcontractor shall comply with such provisions.
3. If required to fulfill a Government request, TekSynap reserves the right to visit the Subcontractor’s facility for auditing supporting data for all cost elements of submitted invoices, or other matters relative to the issued purchase order agreement. Visits shall be scheduled at mutually agreed upon times. Any discrepancies identified shall have the appropriate credit/debit applied to the applicable purchase order agreement.
4. Under Time & Material/Labor Hour purchase orders, Subcontractor personnel may be required to use the TekSynap’s time reporting system on a daily basis to record all hours worked. TekSynap will be responsible for setting up user accounts for Subcontractor personnel and providing direction on usage via a weblink to a training video. If applicable all Subcontractor personnel are required to view the training video. Subcontractor must validate and submit all time card entries of the Subcontractor’s personnel. By definition, Subcontractor’s validation and submission of time sheet information constitutes Subcontractor’s approval of time sheet. Subcontractor acknowledges that all approved time sheets are the time sheets of record. TekSynap will use only the time sheets of record to generate an invoice of record that will be used to issue direct payment. TekSynap reserves the right to request and receive from the subcontractor supporting data (time cards, purchase orders, material invoices, employee resumes etc.) to support payment of invoices.
5. TekSynap, by written notice, may terminate this order when in its best interest. In the event of termination, TekSynap shall be liable only for payment in accordance with the payment provisions of this purchase order agreement for labor hours rendered prior to the effective date of termination.
6. With acceptance of the provisions of this purchase order agreement, Subcontractor certifies that the prices shown herein are not more than those which would be charged its most favored customer or the U.S. Government for the same services in like quantities under similar conditions.
7. It is understood and agreed that the Subcontractor is an independent corporate entity or

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independent consultant. Performance on this purchase order does not constitute employment with TekSynap and therefore does not entitle personnel to any TekSynap employee benefits or privileges. The Subcontractor shall be obligated to pay all applicable taxes, including social security, unemployment insurance and shall be adequately covered for worker's compensation insurance as applicable and required. Subcontractor agrees to meet applicable laws as an independent business entity.

8. If key personnel are identified within the purchase order, they are essential to the work being performed hereunder. Prior to diverting any of the specified individual(s) to other programs, the Subcontractor shall give TekSynap 30 day's written notice and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Subcontractor without the written consent of TekSynap.
9. When requested, Subcontractor shall comply with the obligations of all background checks and drug screening requirements through the use of TekSynap's third party service, Screening and Selection Services with ADP, which shall perform a review of applicable records. Subcontractor is responsible for creating "Screening and Selection" administrator accounts within the ADP Screening and Selection Services system. TekSynap shall facilitate the creation of Subcontractor "child accounts". Subcontractor agrees to administer and process their personnel, as well as underwriting the associated fees. TekSynap currently uses ADP's Order Builder (identifies where to search), ADP Crim Radar, SSN Death aster Search, Up to 3 County Criminal Court Record(s), and Federal Criminal check for those counties, states, and federal court districts in which a proposed Supplier Person has identified as having resided, worked, or attended school in the previous seven (7) years, unless a shorter period is required by any federal, state, or local law. TekSynap reserves the right to change the background check procedure and/or systems at any time, for any reason.
10. When a Contract Security Classification Specification (DD Form 254) is applicable to this Purchase Order, the Subcontractor shall maintain and administer a security program in accordance with DOD 5220.00-M, "Industrial Security Manual for Safeguarding Classified Information", and DIAR 50-2, "Information Security Program", and those additional documents identified on the DD Form 254. Loss or suspension of required security clearance, as set forth in the DD Form 254, will result in the inability to perform in accordance with the terms and conditions of the PO. As a result, the purchase order and/or subcontract is subject to termination in accordance with FAR clause 52.249, Termination. TekSynap reserves the right to direct any employee of the Subcontractor to be removed from performance, direct or indirect, for reason of security violation(s) whether or not deemed of sufficient severity to warrant action to terminate the Subcontractor's or individual's security clearance. TekSynap also reserves the right to direct any employee of the Subcontractor to be removed for any investigation of alleged misconduct, which may, in the opinion of TekSynap, jeopardize the security of the project.
11. The Subcontractor agrees to assign the subcontract person(s) who are necessary to satisfy the requirements of this purchase order agreement. All assigned personnel shall fully meet the specific labor category requirements of the Prime contract. At TekSynap's request Subcontractor agrees to provide evidence of labor category compliance. Should discrepancies be identified, Subcontractor agrees to provide reimbursement for cost associated with unqualified personnel (as required by the Government).
12. The Subcontractor certifies it maintains a binding insurance program covering the general, employment, errors and omissions, worker's compensation liability policies in accordance with applicable federal and state laws is in effect.
13. The level of effort for the performance of work under this tasking shall be established by this purchase order. The Subcontractor agrees to provide the total level of effort specified in each

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order in performance of work described in the associated statement of work for this order. No verbal direction or instruction shall change the ceiling value of this Purchase Order. All modifications affecting cost must be in writing from an authorized TekSynap representative.

14. It is understood and agreed that the rate of staff-hours per month may not fluctuate during purchase order performance. It is further understood and agreed that the number of hours for any labor category may not be utilized by the contractor in any other direct labor category, without the prior written authorization of TekSynap. Written notification shall be furnished to TekSynap whenever eighty-five percent (85%) of the established purchase order funded value has been performed.
15. Effort performed in fulfilling the total level of effort obligations specified on each purchase order shall include only effort performed in direct support of this order and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations or other time and effort which does not have a specific and direct contribution to the tasks described in each order.
16. Subcontractor will not invoice for personnel vacancies (unfilled positions) under purchase orders issued for fixed price labor. TekSynap will not compensate subcontractor for vacancies on programs.

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