

BMS 4.7.1 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 subcontract. Visits shall be scheduled at mutually agreed upon times. Any discrepancies identified shall have the appropriate credit/debit applied to the applicable subcontract.
4. 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 subcontract for labor hours rendered prior to the effective date of termination.
6. With acceptance of the provisions of this subcontract, 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 independent consultant. Performance on this purchase order does not constitute employment with TekSynap and therefore does not entitled 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. The Subcontractor agrees to assign the subcontract person(s) who are necessary to satisfy the requirements of this subcontract. 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).
10. 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.
11. 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 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.
12. 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.
13. 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.
14. Vendor will not invoice for personnel vacancies (unfilled positions) under purchase orders issued for fixed price labor. TekSynap will not compensate vendor for vacancies on programs.