



## BMS 4.7.1 PURCHASE ORDER PROVISIONS

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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. By submitting an invoice against issued purchase order Subcontractor agrees to the following provisions:

1. The Prime contract may be subject to the Service Contract Act (SCA) or Davis Bacon Act (DBA), though the exact places of performance are unknown. 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. Synaptex Corporation 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, Synaptex liability will be limited to any equitable adjustment associated with the change approved and paid by the ordering entity.
2. If required to fulfill a Government request, Synaptex Corporation reserves the right to visit the Subcontractor's facility for the purpose of 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.
3. Synaptex Corporation 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.
4. Synaptex Corporation by written notice may terminate this order when in its best interest. In the event of termination, Synaptex 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.
5. With acceptance of the provisions of this subcontract, Subcontractor certifies that the prices shown herein are not in excess of those which would be charged its most favored customer or the U.S. Government for the same services in like quantities under similar conditions.
6. 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 Synaptex and therefore does not entitle personnel to any Synaptex 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.
7. If key personnel are identified below, they are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individual(s) to other programs, the Subcontractor shall give Synaptex 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 Synaptex.
8. 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 Synaptex'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).



9. The Subcontractor is expected to carry liability, errors and omissions, worker's compensation insurance in accordance with applicable federal and state laws.

10. 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 Synaptex representative.

11. 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 Synaptex. Written notification shall be furnished to Synaptex whenever eighty-five percent (85%) of the established purchase order funded value.

12. Effort performed in fulfilling the total level of effort obligations specified on each purchase order shall only include 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