



TERMS AND CONDITIONS FOR PURCHASE ORDERS/SUBCONTRACTS UNDER FEDERAL GOVERNMENT CONTRACTS

1. DEFINITIONS

As used throughout this document, the following terms shall have the meanings indicated below:

- A. The term “prime contract” means the contract issued by the Government under which Strategix Management LLC (Strategix) operates and executes this agreement with subcontractors.
- B. The term “contract” means these Terms and Conditions as well as the purchase order or subcontract to which the terms and conditions are attached.
- C. The term “Contractor” and/or “Seller” means the individual, partnership, corporation, or association contracting with Strategix to furnish the good(s) and/or service(s) described in the contract.
- D. The term “Buyer” and/or “Company” means Strategix.
- E. The term “Party” or “Parties” means the “Contractor” and/or “Seller” and the “Buyer” and/or “Company”.

2. AGREEMENT TO TERMS

An agreement to and acceptance of the terms herein is established by the Contractor by signature of an authorized representative or performance on the contract by the Contractor. The terms in this contract are the complete agreement between the Parties and take precedence over any other verbal or written communication in reference to the subject work to be performed. Any change to the terms or conditions of this agreement must be documented in writing and signed by an authorized Strategix representative. Contractor agrees at all times to comply with all applicable state, federal, and local laws.

3. SUBMISSION OF INVOICES FOR PAYMENT

The Contractor will send an invoice by mail or email to the appropriate Strategix location as specified in the contract. The invoice needs to include the following information: Vendor Name (that payment is to be made to), Vendor Contact Information (to include address, phone number, and email address), Invoice Date, Invoice Number, and Description of Goods or Services purchased with sufficient calculations included as appropriate in relation to the complexity of the purchase.

4. CANCELLATION

The Buyer reserves the right to cancel this order for any reason upon written notice to the Seller.

5. DELIVERY

Delivery must occur according to the terms stated in the contract at the time arranged by the Buyer and the Seller. The Seller's obligation cannot be severed. Buyer will not accept C.O.D. shipments unless specifically agreed upon, and will return shipments at Seller's risk.

6. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Buyer from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

7. WARRANTY

By accepting this order, the Seller guarantees that the goods and services provided will be merchantable, free from defects and conform to the Buyer's specifications. This warranty is valid for one (1) year from the date the products are first used. Any item deemed defective under the warranty period shall be fixed or replaced by the Seller without change to order amount. All items are subject to the Occupational Safety and Health Act of 1970 and must be in conformance with current standards.

8. ACCEPTANCE OF GOODS AND SERVICES

This agreement will be subject to acceptance of the goods or services received by the Buyer. Title will pass to the Buyer upon acceptance of goods. The Buyer will have ten (10) calendar days to reject or dispute in writing the delivery according to the terms of the contract. Buyer may reject any goods or services that are not in accordance with the Buyer's orders. All goods are subject to inspection by the Buyer and if any are damaged or defective in workmanship or material or do not conform with the Buyer's stated requirements, the Buyer may reject and return such goods at cost to the Seller, and receive a full refund.

9. DELAYS

Contractor shall give reasonable notice to the Buyer in cases where the receipt of goods or services will be delayed. Excusable delays include floods, fires, epidemics, accidents or other causes reasonably beyond the control of the Seller from delivering, or Buyer from receiving, any of the goods and services as enumerated in the contract.

10. PACKAGING

Packaging must be clearly marked with indications of the person or department responsible for receiving. Proper packaging must be in place in order to prevent damage and is the sole responsibility of the Seller.

11. ASSIGNMENT

Contractor shall not assign any rights under the contract to any other party without the written consent of Strategix.

12. TERMINATION FOR LOSS OF FUNDING

In the event that Strategix loses government funding related to the prime contract that relates to these purchases, Strategix has the right to terminate this contract in line with the termination of government funding.

13. LAW

This contract will be governed by the laws of the District of Columbia. Any dispute relating to this contract that cannot be resolved by the Buyer and Seller shall be subject to arbitration in accordance with the rules of the American Arbitration Association.

14. COMPLIANCE WITH NONDISCRIMINATION AND EQUAL OPPORTUNITY LAWS

The assurance at 29 CFR 38.25 is incorporated by reference into this contract. The assurance provides that the Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following statutes:

- A. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- C. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- D. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- E. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including

limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.

The Contractor also assures that it will comply with 29 CFR part 38, 41 C.F.R. Chapter 60, 29 C.F.R. Part 33, and all other regulations implementing the statutes listed above. This assurance applies to the Contractor's operation of, or provision of services to, a Job Corps Center, program, or activity, and to all subcontracts entered into by the Contractor to carry out the Job Corps program or activity, or its operation of the center. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

15. LIMITS ON COMPENSATION

No Job Corps funds shall be provided to pay compensation (salaries and bonuses combined) to an individual, either as a direct cost or an indirect cost, including any proration thereof, at a rate in excess of the Executive Level pay set by Congress for this program in the current budget. Applicable Executive Pay Schedules are currently available at: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages>. Proration means that the amount charged for a less than full time employee cannot exceed an annualized rate equal to the authorized Executive Level pay. This applies to all functions within the Job Corps contract, including subcontracted services.

16. DUPLICATION OF EFFORT (CONTRACTS ABOVE \$10,000).

The Contractor hereby certifies that costs of work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor shall include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$10,000. The Contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

17. DOL 2018-03 RECORDS MANAGEMENT REQUIREMENTS (AUGUST 2018)

A. Applicability

The Contracting Officer shall insert this clause in all solicitations and awards in which the Contractor creates, works with, or otherwise handles Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

“Federal record” as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as

evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

- (1) Includes Department of Labor (DOL) records.
- (2) Does not include personal materials.
- (3) Applies to records created, received, or maintained by Contractors pursuant to their DOL contract.
- (4) May include deliverables and documentation associated with deliverables.

C. Requirements

- (1) Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
- (2) In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
- (3) In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
- (4) DOL and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOL or destroyed except for in accordance with the provisions of the applicable agency

schedules and with the written concurrence of the Head of the Contracting Activity in consultation with the Agency Records Officer. Willful and unlawful destruction, removal, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to DOL. The agency must report the incident directly to their Agency Records Officer. The Agency Records Officer will engage the Departmental Records Officer who will follow procedures promptly to NARA in accordance with 36 CFR 1230.

- (5) The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to DOL's control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is expressly prohibited unless in accordance with Paragraph (4).
- (6) The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any subcontractor) is required to abide by Government and DOL guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
- (7) The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOL policy.
- (8) The Contractor shall not create or maintain any records containing any non-public DOL information that are not specifically tied to or authorized by the contract.

- (9) The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
- (10) DOL owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOL shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
- (11) Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the annual mandatory records management training, which will be provided by DOL, as directed by the Contracting Officer's Representative (COR). The training shall be completed in a timeframe specified by the COR. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flow Down of Requirements to Subcontractors

- (1) The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.
- (2) Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

18. DOL 2018-02 DOL MANDATORY TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (AUGUST 2018)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and awards for services, including construction.

B. Definitions

None.

C. Requirements

- (1) Where required and applicable, contractor employees, including employees of subcontractors at any tier, shall complete any DOL

designated and hosted training, that the Contracting Officer's Representative (COR) identifies as mandatory. Training shall be completed in a timeframe specified by the COR.

- (2) Time spent on training shall be counted as regular hours worked.

D. Flow Down of Requirements to Subcontractors

- (1) The Contractor shall ensure this clause is incorporated in all subcontracts, at any tier.

19. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The contractor shall be required to adhere to the FAR Clause(s) applicable to this contract. Per FAR 52.252.2, Clauses Incorporated By Reference, this contract incorporates one or more clauses by reference as presented below, with the same force and effect as if they were given in full text. The full text of a clause is accessible electronically at: www.acquisition.gov.

All Contracts

FAR Clauses by Reference

- 52.203-3: Gratuities
- 52.203-5: Covenant Against Contingent Fees
- 52.203-8: Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
- 52.203-19: Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-2: Security Requirements
- 52.204-9: Personal Identity Verification of Contractor Personnel
- 52.204-21: Basic Safeguarding of Covered Contractor Information Systems
- 52.204-23: Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
- 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.219-8: Utilization of Small Business Concerns
- 52.222-4: Contract Work Hours and Safety Standards – Overtime Compensation
- 52.222-8: Payrolls and Basic Records
- 52.222-12: Contract Termination-Debarment
- 52.222-14: Disputes Concerning Labor Standards
- 52.222-15: Certification of Eligibility
- 52.222-16: Approval of Wage Rates
- 52.222-21: Prohibition of Segregated Facilities
- 52.222-26: Equal Opportunity
- 52.222-37: Employment Reports on Veterans
- 52.222-50: Combating Trafficking in Persons

- 52.222-51: Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements.
- 52.222-53: Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements.
- 52.222-55: Minimum Wages Under Executive Order 13658
- 52.222-62: Paid Sick Leave Under Executive Order 13706
- 52.224-2: Privacy Act
- 52.224-3: Privacy Training
- 52.225-13: Restrictions on Certain Foreign Purchases
- 52.232-40: Providing Accelerated Payments to Small Business Subcontractors
- 52.237-7: Indemnification and Medical Liability Insurance
- 52.244-6: Subcontracts for Commercial Items
- 52.245-1: Government Property
- 52.247-64: Preference for Privately Owned U.S.-Flag Commercial Vessels
- 52.249-1: Termination for Convenience of the Government (Fixed-Price) (Short Form).
- 52.249-6: Termination (Cost-Reimbursement).

All Construction Contracts

- 52.222-6: Construction Wage Rate Requirements
- 52.222-10: Compliance with Copeland Act Requirements
- 52.222-11: Subcontracts (Labor Standards)
- 52.222-13: Compliance with Construction Wage Rate Requirements and Related Regulations.

Above \$2,500

- 52.222-41: Service Contract Labor Standards (also requires CO advance notice of forty five (45) days).

Above \$3,500

- 52.222-54: Employment Eligibility Verification

Above Micro-Purchase Threshold (\$10,000)

- 52.222.40: Notification of Employee Rights Under the National Labor Relations Act
- 52.223-18: Encouraging Contractor Policies to Ban Text Messaging While Driving.

Above \$15,000

- 52.222-36: Equal Opportunity for Workers with Disabilities

Above \$30,000

52.204-10: Reporting Executive Compensation and First-Tier Subcontract Awards

Above \$35,000

52.209-6: Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

Above \$150,000

52.203-7: Anti-Kickback Procedures

52.203-12: Limitation on Payments to Influence Certain Federal Transactions

52.222-35: Equal Opportunity for Veterans

Above Simplified Acquisition Threshold (\$250,000)

52.203-6: Restrictions on Subcontractor Sales to the Government

52.203-17: Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

52.215-2: Audit and Records-Negotiation

52.215-14: Integrity of Unit Prices

52.215-23: Limitations on Pass-Through Charges (cost-reimbursement contracts only)

52.227-1: Authorization and Consent

52.227-2: Notice and Assistance Regarding Patent and Copyright Infringement

Above \$2,000,000

52.215-12: Subcontractor Certified Cost or Pricing Data

52.215-18: Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.

52.215-19: Notification of Ownership Changes

Above \$6,000,000

52.203-13: Contractor Code of Business Ethics and Conduct

52.203-14: Display of Hotline Poster(s)