

**HACC, CENTRAL PENNSYLVANIA'S COMMUNITY COLLEGE
TERMS AND CONDITIONS
FOR
HACC PURCHASE ORDERS FOR SERVICES**

Purchase Orders: All authorizations for the Contractor will be issued by HACC to the Contractor in the form of a Purchase Order which will incorporate this Agreement by reference. All services shall be performed by Contractor in a good and workmanlike manner.

Payment Terms and Changes: The payment for services to be provided by the Contractor will be detailed in the assigned purchase order. All invoices must be mailed to Accounts Payable Department, One HACC Drive, Harrisburg, PA 17110-2999.

Insurance: The Contractor shall maintain Comprehensive General Liability Insurance in the amount of \$1,000,000 per claim, \$3,000,000 aggregate and Combined Single Limit (Bodily Injury & Property Damage) that will protect Contractor from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The certificates of insurance coverage shall name HACC, Central Pennsylvania's Community College as additional insured. Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his approval for adequacy of protection prior to commencing work.

Pennsylvania Law requires that the Contractor shall provide statutory worker's compensation insurance for employees. The Contractor shall also require the same insurance when the work is to be performed by a subcontractor. Certificates of such insurance shall be filed with the HACC Director of Purchasing prior to commencing work.

Tax Exemption: HACC is tax exempt as an instrumentality of the Commonwealth of Pennsylvania.

Equal Opportunity and Non-Discrimination: HACC is committed to providing opportunities for woman and minority owned businesses ("WMBE"). HACC encourages WMBE's to participate in the bidding process but does not grant special status to WMBE's when making procurement decisions. HACC is committed to non-discrimination and equal employment opportunity. HACC will not knowingly contract with any firm that is not an equal opportunity employer.

Conduct on HACC's Property: The Contractor shall at all times maintain good order among its employees and persons brought upon HACC's premises. The Contractor shall confine its employees and all other persons who come onto HACC's premises at the Contractor's request or for reasons relating to this Agreement, and its equipment, to that portion of HACC's premises where the work under this Agreement is to be performed, and to roads and gates leading to and from such sites, and to any other area which HACC may designate, and shall comply with all HACC's vehicle and security regulations. The Contractor must be issued ID badges or sign in and out at the security desk whenever performing work upon HACC's premises.

Rights Upon Orderly Termination. Upon termination or other expiration of this Agreement, or any related Agreement made hereunder, each party shall forthwith return to the other all papers, materials, and properties of the other held by such party and required to be returned by this Agreement or any such related Agreement. In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.

Confidentiality: The Contractor agrees that all information obtained by or provided to the Contractor in carrying out the Services provided for hereunder, including the contents of this Agreement, will be maintained in confidence by the Contractor and that the Contractor will not publish or disclose to third persons or otherwise make use of such confidential information except for the performance of such Services hereunder. This obligation shall not apply with respect to any information (a) which is already in

the possession of the Contractor prior to acquiring the information hereunder, (b) which is or becomes in the public domain through no fault of either party, or (c) which is rightfully obtained on a non-confidential basis from a third party.

Legal Regulations: With regard to the transactions contemplated by this Order between the Contractor and HACC, the Contractor shall operate in compliance with all federal, state and local laws, ordinances, rules and regulations, including without limitation the Equal Employment Opportunity Act of 1972. The Contractor will indemnify, defend and hold HACC harmless from any fine, penalty or damage for any actual or alleged failure on the part of the Contractor to comply in any respect with its obligations pursuant to this clause.

Force Majeure: Neither party to this Purchase Order will be liable to the other for any failure or delay in performance under this Purchase Order due circumstances beyond its reasonable control including, without limitation, Acts of God, accident, labor disruption, acts, omissions and defaults of third parties, and official governmental and judicial action not the fault of the party failing or delaying in performance.

Assignment and Subcontracting: This contract may not be assigned or transferred in whole or in part, without the written permission of HACC's Purchasing Department, nor may any rights to any monies due or to become due hereunder be assigned. The Contractor(s) is an independent contractor providing services for HACC.

Removal of Debris: The Contractor shall be totally responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from the delivery, assembly and installation of material or the furnishing of services described herein, from HACC's property. Rubbish may not remain overnight.

Damage to Customer's Property: The Contractor shall be totally responsible for any damages done to HACC's property during delivery, assembly and installation of materials and the furnishing of the services described herein and shall repair or cause to be repaired, at the Contractor's expense, any such damages in a manner satisfactory to HACC.

Termination: The occurrence of any one or more of the following events shall constitute an "Event of Default," which shall entitle Buyer to terminate the Purchase Order:

- A. Any failure by Seller to perform the services, when and as required; or
- B. Any failure by Seller to perform or comply with any obligation set forth herein and such failure shall continue unremedied for a period of ten (10) days or more following receipt by Seller of notice from Buyer specifying such failure; or
- C. (1) the suspension, dissolution or winding-up of Seller's business, (2) Seller's insolvency, or its inability to pay debts, or its nonpayment of debts, as they become due, (3) the institution of reorganization, liquidation or other such proceedings by or against Seller or the appointment of a custodian, trustee, receiver or similar Person for Seller's properties or business, (4) an assignment by Seller for the benefit of its creditors, or (5) any action of Seller for the purpose of effecting or facilitating any of the foregoing.

Arbitration: All disputes between the parties to this Purchase Order arising out of or in connection with the contract documents shall be submitted for arbitration. If arbitration is selected by HACC, and HACC shall also select the number of arbitrators and the manner of arbitration, which shall be either: (1) arbitration according to the rules of the American Arbitration Association; or (2) referral to one or more arbitrators mutually agreed upon by the parties. When a written decision of HACC states that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand arbitration within said thirty (30) days' period shall result in HACC's decision becoming final and binding upon HACC and Seller. In responding to a claim brought by Seller, HACC shall have a minimum of forty-five (45) days in which to respond to a revised claim prior to the arbitration hearing.

Governing Law: In the event that any term of this contract is the subject of litigation, it is hereby agreed that the parties in that litigation shall pay their own attorney's fees and court costs incurred including court costs and attorney's fees incurred in appellate proceedings. The terms and conditions herein constitute the sole and entire agreement among parties and the laws of the Commonwealth of Pennsylvania shall govern any disputes. The Dauphin County Court of Common Pleas shall have exclusive jurisdiction over any and all litigation arising from the terms of this Purchase Order.

Right-to-Know Law: In compliance with Pennsylvania's "Right-to-Know Law", this purchase order and any associated contracts may be made available for posting on the internet for public access through the PA Treasury subject to provisions of the Law.

Paragraph Headings: All paragraph headings used are for the convenience of the parties only and shall not be considered a part of this Purchase Order nor used to interpret or construe the intent of the parties hereunder.

Advertising or Publicity: Neither HACC nor the Contractor shall use the name of the other in publicity releases or advertising without securing the prior written consent of the other.

Entire Agreement: This Purchase Order and all resultant purchase orders, supplements, attachments, and incorporations constitute agreement between HACC and Contractor. No conversations, understandings, or agreements varying, extending, or affecting in any way the terms or provisions of this Purchase Order will be binding on either party unless reduced to writing and duly executed by an authorized representative of each party.