

1. Offer and Contract

The following terms, together with such terms as are set forth on the face of this purchase order, with such plans, specifications or other documents are incorporated by reference on the face of the order, and with such changes are approved in writing by an Agent in a Change Order issued to this order, Buyer and Seller. Buyer hereby gives notice of its objection to any different or additional terms. The order shall be deemed to have been accepted upon buyer's receipt of any acknowledgement copy attached hereto and duly executed by the Seller or upon timely delivery of the products identified herein to the shipping address specified on the face of this order. Any references herein to any proposal, quotation or other communications by the Seller, except as Seller shall provide Buyer with an S.T.C.C. Form entitled "REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS" completed by Seller, and unless indicated to the contrary herein, shall be deemed to be limited to the description of the products and/or services and to be limited by the terms set forth incorporated herein. This agreement shall be constructed and enforced in accordance with the laws of the commonwealth of Massachusetts.

2. TIME OF DELIVERY

Time of delivery is of the essence of this order. If delivery dates cannot be met, Seller must inform Buyer immediately. Such notification shall not, however constitute a change to the delivery terms of this order, except as the order may be modified in writing by the Buyer. Seller shall not be liable for damages arising out of either its failure to deliver or any delay in delivery occasioned by strikes, lockouts, fires, war, or acts of god.

3. IMPROPER DELIVERY

In addition to other remedies provide by law, Buyer reserves the right to refund any goods and to cancel all of or any part of this order. If Seller fails to deliver all or any part of the order shall not bind the Buyer to accept any future shipments nor deprive it of the right to return goods already accepted.

4. RISK OF LOSS

Risk of Loss shall not pass to Buyer until goods called for in this order have been actually received and accepted by the Buyer at the destination specified herein. Seller assumes full responsibility for packing, crating, marketing, transportation and liability for loss or damage in transit, notwithstanding any agreement by Buyer to pay freight, express or other transportation charges.

5. WARRANTY

Seller expressly warrants all goods delivered under this order to be free from defects in material and workmanship and to be and to be of the quality, size and dimensions ordered. This express warranty shall not be waived by reason of the acceptance of the goods or payment therefore by the Buyer.

6. PRIORITIES, ALLOCATIONS AND ALLOTMENTS

(This clause is applicable only when a "Priority rating" under "DMS reg. 1 is shown on the face of the order.)

This contract shall follow the provisions of DMS Reg. 1 and all other applicable regulations and orders of the Business and Defense Services Administration in

obtaining controlled materials and other products and materials needed to fill this order.

7. ASSIGNMENT; SUBCONTRACTING

Neither party shall have any right to assign this order or any benefits arising from this order without prior written consent of the other and, unless otherwise agreed upon in writing, the rights arising herein under. Seller shall not, except in the case of raw materials (including casting, forgings, and rough welded structures) or standard commercial items or except as otherwise agreed in writing by the Buyer, delegate or subcontract all or substantially all of the work on any item or material or service to be delivered or performed under this order.

8. DISPUTES

Any controversy or claim arising out of this relating to this order or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Pending final decision of a dispute hereunder, the Seller shall proceed diligently with performance of this order.

9. RENEGOTIATION

(a) To the extent required by law, this order is subject to the Renegotiation Act of 1951 (50 U.S.C. App.1211, et seq.) as amended, and to any subsequent Act of Congress providing for the renegotiation of contracts. Nothing contained in this clause shall impose and renegotiation obligation with respect for this order or any subcontract hereunder, which is not imposed by the Act of Congress heretofore or hereafter enacted. Subject to the foregoing this order shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent amendment of this order specifically incorporating such provisions.

(b) The Seller agrees to insert the provision of this clause, including this paragraph(b), in all subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951, as amended.

10. EQUAL OPPORTUNITY

(In the following clause the word "contractor" means "Seller" and the "Contracting Officer" refers to the Contracting Officer of the prime or subcontract under which this purchase is order is issued.) During the performance of this contract, the Contractor agrees to the following

(1) The Contractor will not discriminate against any employee or applicant for employee because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following Employment, Upgrading, Demotion or Transfer. Recruitment or Recruitment Advertising, Layoff or Termination, Rates of Pay or other forms of compensation and Selection for Training, Including Termination, Rates of Pay or other forms of compensation and Selection for Training, Including Apprenticeship. The Contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clauses.

(2) The Contractor will, In all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provide by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity clause and shall post copies of the notice in conspicuous places available t employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and or the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules and regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contract's noncompliance with the Equal Opportunity clause of this contract or with any of said rules, regulations, or orders, the contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor or as otherwise provided by law

(7) The Contractor will include the provision of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION

This contract to the extent that it is of a character specified in the Contract Work Hours and Safety Standard Act (40 U.S.C 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder

(a) *Overtime Requirements.* No Contractor or subcontractor contracting for pay part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which they are employees on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed, in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) *Withholding for unpaid wages and liquidated damages.* The contracting Officer may withhold from Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) *Subcontractors.* The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all of any tier.

12. EXAMINATION OF RECORDS. The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract have access to and the right to examine any directly pertinent books, documents, papers, and records of the contractor involving transactions related to this contract. This paragraph applies only to contracts exceeding \$2,500 and does not apply to agreements for public utility services at rates established for uniform applicability to the general public.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFORMATION

a. The Contractor shall report to S.T.C.C. promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of the contract which the Contractor has knowledge.

b. In the event of any claim or suit against S.T.C.C. or the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed

c. This clauses shall be included in all subcontracts

14. **CHANGES** – S.T.C.C. may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this purchase order in any one or more of the following: (i) Drawings, designs, or specifications; (ii) method of shipment or packing, and (iii) place of deliver. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this purchase order, whether changed or not changed by any such order, and equitable adjustment shall be made in the purchase order price or delivery schedule, or both, and the purchase shall be modified in writing accordingly. Any claims by the Seller for adjustment under this clause must be asserted within 30 days from the date of receipt by the Seller of the notification of change. Provided, however S.T.C.C., if it decides that the facts justify such action, may receive and at upon any such claim asserted at any time prior to the final payment under this purchase order. Where the cost of property made obsolete or excess as a result of a change is included in the Seller's claim for adjustment, S.T.C.C. shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Seller from proceeding with the purchase order as charged.
15. **INSPECTIONS** – S.T.C.C. shall have the right to inspect the work and activities of the Seller under this purchase order in such manner and at all reasonable times as are deemed appropriate.
16. **INDEMNIFICATION** - The Seller agrees to indemnify S.T.C.C. and to hold S.T.C.C. harmless from and against all claims, liability, loss, damage and expenses including legal fees, arising from or due to any actual or claimed trademark, patent, or copyright infringement and any litigation based thereon, with respect to any part of the goods and work covered by this purchase order. The Seller shall defend any such litigation brought against S.T.C.C. provided that S.T.C.C. notifies the Seller promptly of any such suit. The Seller's obligations hereunder shall survive acceptance of the goods and payments therefore by S.T.C.C.
17. **TAXES** – Except as may be otherwise provided in this purchase order, the price includes all applicable Federal, State and local taxes and duties.
18. **HOLD HARMLESS** – From and after the date of this agreement, the Seller agrees to indemnify and hold harmless the Buyer from any and all claims, regardless of by whom such claim or claims may be asserted, for personal injury or property damage otherwise that may result direct or indirectly from the use, possession or ownership of the goods or services provided by the Seller pursuant to this agreement.
19. **OCCUPATIONAL SAFETY AND HEALTH ACT** – By accepting this order, Seller certifies that all products supplied conform to current OSHA specifications.
20. **AFFIRMATIVE ACTION** - Springfield Technical Community College is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes and

college policies. The College prohibits sexual harassment, including sexual violence. Inquiries or complaints concerning discrimination, harassment, retaliation or sexual violence shall be referred to the College's Affirmative Action and/or Title IX Coordinator, the Massachusetts Commission Against Discrimination, the Equal Employment Opportunities Commission or the United States Department of Education's Office for Civil Rights.