



Where Loving-Kindness Lives

ACTS Retirement-Life Communities Inc. and its Affiliates' (Acts) General Terms for Contractors

1. Contractor proposals shall remain firm for acceptance for a period of 60 days from closing date of the Request for Quotation. Proposals must identify item number, manufacturer name, description of major parts, unit cost and labor cost, including hourly labor rate, and time for completion of project.
2. The Awarded Contractor must have and keep in effect:
 - A. General and automobile liability insurance in an amount no less than \$1,000,000 per occurrence and maintain other insurance coverages in amounts and with carriers acceptable to Acts. If acting as an agent, will not offer services/products of any sub-contractor not so insured. Acts coverage will not contribute to a claim brought against the contractor.

Acts Retirement-Life Communities, Inc. and its Affiliated Entities shall be named as an additional insured party on the Certificate of Insurance and the Awarded Contractor must provide Acts with a copy of their certificate prior to start of any project.
 - B. Workers' compensation/employers' liability insurance in such amounts as required by law.
 - C. All such coverage noted above shall:
 - i. Waive subrogation against Acts and provide 30 days' notice of cancellation to Acts.
 - ii. Name Acts, its officers and directors, agents and employees as additional insured and, for Builders Risk- Named Insure and Loss Payee.
3. All vendors, contractors and sub-contractors who send their employees onto an Acts campus are required to conduct criminal background checks on their employees and be able to provide documentation upon request to indicate the employee has not been convicted at any time of a felony charge. If it is discovered that a vendor, contractor or sub-contractor employee working on Acts campus has been convicted of a felony charge, they may not work on an Acts property.
4. If utilizing a subcontractor, Contractor shall not offer services/products of any subcontractor not so insured, and Contractor shall be responsible for obtaining certificates as described above evidencing such coverage and providing to Acts upon request. The Awarded Contractor must provide Acts with a copy of the sub-contractors Certificates of Insurance. And policy endorsements, if requested as noted above prior to start of any project. Any deviation from these insurance requirements must be approved by the Corporate Director of Risk Management.
5. Acts may request a site inspection prior to an award of a project.
6. Contractor shall comply with all applicable federal, state and municipal ordinances, statutes, rules and regulations, including OSHA standards, in furnishing the products and services offered herein and, upon request, will provide Acts with evidence of the same.
7. Awarded Contractor represents and warrants that the products supplied to or services rendered to or for Acts shall comply with and conform to all laws, rules, regulations, standards and pronouncements applicable thereto, including but not limited to, the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act or 1970 (29 U.S.C.651, PL 91-596), as amended and/or supplemented from time to time (collectively, the "Law"). To that end, Awarded Contractor shall comply with all oral or written instructions of Acts' representative pertaining to the protection of Acts' property and the safety and protection of all persons in or about the site of work. Awarded Contractor shall be responsible for any damage, interruption of business or injury to any person or property resulting from Awarded Contractor's failure to maintain adequate safeguards against the occurrence of accidents, injuries or damages. This shall survive the termination or cancellation of this agreement.
8. The Awarded Contractor agrees to and shall indemnify, defend and hold harmless Acts, each of Acts' affiliates and related entities, and their respective directors, officers, agents, members, managers, employees, representatives, successors and assigns (collectively, the "Representatives") from and against any and all claims, actions, losses, damages, liabilities, expenses and the like (including attorney fees) based upon or related to the use or sale of any product or service contained in the Contractor's bid, Awarded Contractor's negligence or misconduct or as a result of a breach of any representation or warranty made by Awarded Contractor under the contract (as hereinafter defined) (including but not limited to the terms set forth herein) or otherwise to or against Acts, Acts' affiliates or related entities, and/or any of the Representatives, or as a result of a default thereunder or hereunder. This Paragraph shall survive the termination or cancellation of the contract.

9. Acts reserves the right to accept and / or refuse a subcontractor.
10. Acts is a tobacco-free environment; use of any tobacco product is not permitted on Acts' campuses.
11. Various, appropriate areas of Acts' campuses are under video surveillance. The use of video surveillance by authorized Acts personnel is solely for the purposes of ensuring the safety of residents and staff, controlling theft and identifying individuals who behave in a disruptive manner or cause damage to property belonging to Acts, its residents or staff.
12. Taking photographs or recordings of a resident, anywhere on an Acts campus, their private space, without the resident's or designated representative's written consent is a violation of the resident's right to privacy and confidentiality, which is against the law.
13. Payment terms for Contractors shall be net 30 days from the project completion, after Acts' inspection and acceptance of the work. All invoices should include purchase order numbers to ensure accurate payment.
14. Contractor's supervisor shall check-in with the community Maintenance Director or designee upon arrival and again before leaving the community. Contractor's vehicles shall enter and exit the community through the main entrance gates only.
15. All work shall be completed in a skilled and workman like manner during regular business hours, Monday through Friday, unless otherwise requested. Work areas will be left clean and orderly at the end of each day. Awarded Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be removed daily or more often if requested by the maintenance director.
16. Awarded Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision and all effort necessary to perform contracted work. Explicit permission must be obtained to use Acts equipment, interrupt or tie into any community services, conduct overhead work, de-energize equipment, use storm or sanitary sewers, or engage in welding, cutting, or brazing. Contractor shall provide a list of hazardous chemical that will be brought on site, and have readily accessible Safety Data Sheets. Secondary containers shall be labeled.
17. Awarded Contractor shall furnish personnel who are trained and qualified to perform as to the specifications of projects and supervisors who will be responsible for the performance of their personnel. Supervisors will make sufficient routine inspections to ensure that the specified work is being completed.
18. Acts shall not be responsible for the safekeeping or security of the Awarded Contractor's property. Awarded Contractor is solely responsible for the security of all their equipment, tools, materials and supplies while performing services for Acts or at Acts' communities. No equipment, materials or supplies shall be stored on Acts' property without the consent of the maintenance director or executive director. If permission is granted, stored or staged materials shall be organized and placed so they do not interfere with the general operation of the community, public safety, or private property rights.
19. Any damage, accident or unusual incident should be reported immediately to the community maintenance director or executive director. Any damage to Acts property incurred as a result of Awarded Contractor's operations shall be repaired or replaced by Contractor at no cost to Acts within two weeks of the incident.
20. All work and products deemed not acceptable to Acts shall be corrected at no additional cost to Acts. Contractor shall warrant work for one (1) year for all materials, parts and workmanship under normal usage conditions, unless otherwise specified.
21. Each new Contractor must also complete and return the Acts Vendor Application Form to the community maintenance director. The vendor application form is available from the community maintenance director or from the procurement and contract management office at (215) 661-8335, extension 00640.

An acceptance and award of the bid by Acts and subsequent letter of agreement and purchase orders issued against said award shall constitute a binding enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued. The terms set forth in all such documents shall constitute our contract (collectively, the "contract"). In the event of a conflict in these terms contained in any of such documents with the terms set forth herein, the terms set forth herein shall control. Acts reserves the right to modify these terms and conditions. If you disagree with a term, please state which term and your reason(s).

Company

Signature

Date

Name Printed

Telephone Number

Title