

Temple University Vendor Eligibility and Debarment Terms

All vendors (herein, "Vendor") seeking to do business with Temple University--Of The Commonwealth System of Higher Education ("Temple") must agree to these Vendor Eligibility and Debarment Terms (the "Debarment Terms"). By entering into any agreement to perform services or work for Temple ("Agreement"), Vendor, intending to be legally bound hereby, agrees as follows:

1. Federal Debarment.

Vendor shall comply and shall cause all subcontractors and subsubcontractors to comply with Subpart C of the OMB Guidelines at 2 CFR Chapter 1 Part 180, as supplemented by applicable Federal regulations.

Vendor represents and warrants that neither Vendor nor Vendor's principals are "disqualified," "excluded" or otherwise "ineligible" from being a "participant" in "covered transactions" with any Federal department or agency pursuant to Executive Order 12549 (2/18/86), 2 CFR Chapter 1 Part 180 ("OMB Guidelines") or any regulations issued pursuant thereto. If Vendor or any of Vendor's principals becomes so disqualified, excluded or otherwise ineligible, Vendor shall notify Temple within three (3) business days of the earlier of learning of such action or receiving notice of such action. Further, if Vendor learns of any hearing or other governmental proceeding that could render Vendor or any of Vendor's principals to become so disqualified, excluded or otherwise ineligible, Vendor shall notify Temple within three (3) business days of the earlier of learning of such hearing or other governmental proceeding or receiving notice of such hearing or other governmental proceeding. It shall be a default under the Agreement without the requirement of notice or opportunity to cure if, during the term of the Agreement, Vendor or any of Vendor's principals becomes disqualified, excluded or otherwise ineligible from being a participant in a covered transaction with any Federal department or agency.

Vendor shall include the terms of this Section 1 in all agreements with subcontractors and subsubcontractors and Vendor shall immediately remove from the services/work performed for Temple pursuant to the Agreement (and/or from work or services being provided to Temple by Vendor under any other agreement) any subcontractor or subsubcontractor which is disqualified, excluded or otherwise ineligible from being a participant in a covered transaction with any Federal department or agency. Temple shall be the intended third-party beneficiary of such provisions and failure of Vendor to immediately remove such subcontractor or subsubcontractor from the services/work shall be a default under the Agreement. Furthermore, any costs incurred by Vendor in connection with the removal of a subcontractor or subsubcontractor from the performance of the services/work including, but not limited to, increased cost of replacement performance, shall be at Vendor's sole cost and expense and shall not be reimbursed to Vendor by Temple and Vendor shall not be entitled to any extension of time due to delays caused by removal of such subcontractor or subsubcontractor.

Terms used in this Section and not otherwise defined shall have the meanings set forth in the OMB Guidelines, as supplemented by applicable Federal regulations issued pursuant thereto.

2. Debarment - City of Philadelphia.

Vendor represents and warrants that Vendor has not been Suspended, Debarred or declared Ineligible to enter into or perform the Agreement, nor has Vendor been the subject of an action by the City of Philadelphia to Suspend or Debar Vendor, pursuant to the City of Philadelphia Policy and Procedure for the City of Philadelphia Debarment and Suspension of Vendors dated January 18, 2007 (the "City Debarment Policy"). If during the term of the Agreement, Vendor is Suspended, Debarred or declared Ineligible to perform the Agreement, or is the subject of an action by the City of Philadelphia to Suspend or Debar Vendor, pursuant to the City Debarment Policy, Vendor shall notify Temple within three (3) business days of the earlier of learning of such action or receiving notice of such action. It shall be a default under the Agreement without the requirement of notice or opportunity to cure if, during the term of the Agreement, Vendor is Suspended, Debarred or declared Ineligible to perform the Agreement, or is the subject of an action by the City of Philadelphia to Suspend or Debar Vendor, pursuant to the City of Philadelphia Policy.

Vendor shall include the terms of this Section 2 in all agreements with subcontractors and subsubcontractors and Vendor shall immediately remove from the performance of the services/work under the Agreement (and/or from work or services being provided to Temple by Vendor under any other agreement) any subcontractor or subsubcontractor

which is Suspended, Debarred or declared Ineligible to enter into or perform the Agreement, or is the subject of an action by the City of Philadelphia to Suspend or Debar Vendor, pursuant to the City Debarment Policy. Temple shall be the intended third-party beneficiary of such provisions and failure of Vendor to immediately remove such subcontractor or subsubcontractor from the performance of the services/work shall be a default under the Agreement without the requirement of notice or opportunity to cure. Furthermore, any costs incurred by Vendor in connection with the removal of a subcontractor or subsubcontractor from the performance of the services/work, including, but not limited to, increased cost of replacement performance, shall be at Vendor's sole cost and expense and shall not be reimbursed to Vendor by Temple and Vendor shall not be entitled to any extension of time due to delays caused by removal of such subcontractor or subsubcontractor.

Terms used in this Section 2 and not otherwise defined in the Agreement shall have the meanings set forth in the City Debarment Policy.

3. Debarment – Commonwealth of Pennsylvania.

Vendor represents and warrants that Vendor has not been suspended and/or debarred, nor has been the subject of an action by a purchasing agency (as defined in the Title 62 of the Pennsylvania Consolidated Statutes (the “Commonwealth Procurement Code”) to suspend or debar Vendor, pursuant to Section 531 of the Commonwealth Procurement Code (the “Commonwealth Debarment Code”). If during the term of the Agreement, Vendor is suspended and/or debarred, or is the subject of an action by a purchasing agency to suspend or debar Vendor, pursuant to the Commonwealth Debarment Code, Vendor shall notify Temple within three (3) business days of the earlier of learning of such action or receiving notice of such action. It shall be a default under the Agreement without the requirement of notice or opportunity to cure if, during the term of the Agreement, Vendor is suspended and/or debarred, or is the subject of an action by a purchasing agency to suspend or debar Vendor, pursuant to the Commonwealth Debarment Code.

Vendor shall include the terms of this Section 3 in all agreements with subcontractors and subsubcontractors and Vendor shall immediately remove from the performance of the services/work under the Agreement (and/or from work or services being provided to Temple by Vendor under any other agreement) any subcontractor or subsubcontractor which is suspended and/or debarred, or is the subject of an action by a purchasing agency to suspend or debar Vendor, pursuant to the Commonwealth Debarment Code. Temple shall be the intended third-party beneficiary of such provisions and failure of Vendor to immediately remove such subcontractor or subsubcontractor from the performance of the services/work shall be a default under the Agreement without the requirement of notice or opportunity to cure. Furthermore, any costs incurred by Vendor in connection with the removal of a subcontractor or subsubcontractor from the performance of the services/work, including, but not limited to, increased cost of replacement performance, shall be at Vendor's sole cost and expense and shall not be reimbursed to Vendor by Temple and Vendor shall not be entitled to any extension of time due to delays caused by removal of such subcontractor or subsubcontractor.

4. These Debarment Terms are hereby incorporated into the Agreement.