

STANDARD TERMS AND CONDITIONS
Revised July 1, 2022

By submitting a bid, proposal or quote or accepting a contract or purchase order, the vendor agrees to the following binding provisions, Standard Terms and Conditions herein, which shall be made part of any award of contract or purchase order. These Standard Terms and Conditions will apply to all attachments and shall supersede any offer or submission of Terms and Conditions or attachments by the vendor, unless otherwise agreed to in writing by East Central University (ECU).

GENERAL PROVISIONS:

Funding

1. **Appropriation of Funding.** Any agreement or contract awarded by East Central University (ECU) is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the State of Oklahoma Legislature, or otherwise not made available to the University.

2. **Purchase Orders.** Per Oklahoma State Statute, funds must be encumbered prior to acquisitions being made. No products shall be acquired nor shall any services be rendered unless a valid purchase order has been issued on part of the ECU Purchasing Department and the Director of Purchasing. Vendors supplying products or providing services to East Central University without a legal purchase order issued by the ECU Purchasing Department will not be paid by the University.

Procedural & Administrative

1. **Authorized Signatures.** East Central University is not responsible for purchase, lease or contractual obligations unless approved in writing by its authorized agents. Authorized agents for East Central University are limited to the following individuals:

Wendell Godwin, President

Jessica A. Kilby, Executive Vice President for Administration and Finance

Jeffrey Gibson, Provost and Vice President for Academic Affairs

Brandon Hill, Vice President Student Development

Amy Ford, Vice President Office of Institutional Advancement

Chandra Miller, Director of Purchasing

2. **Acceptance/Rejection.** ECU reserves the right to accept any or all bids, quotes, or offers, wholly or in part, without penalty and make awards or issue purchase orders in the best interest of the Regional University System of Oklahoma (RUSO) and East Central University (ECU).
3. **Policy and Procedures.** All bids, proposals and quotes submitted are subject to the expenditure policies of RUSO and ECU. These policies can be located at:
<https://www.ruso.edu/policy-manual>
<https://myecu.ecok.edu/ics/>
4. **Changes.** No oral statement or any persona shall modify the terms and conditions, delivery, price, quality, quantities or specifications sate in any quote, bid, proposal or resultant contract or purchase order. Any interpretation of modifications to the quote, bid, proposal, contract or purchase order shall be in writing and approved by the ECU Director of Purchasing or designee. If a substantial change results, ECU at its option, may solicit new quotes, bids or proposals or the new terms may be agreed to by the parties' representatives having contracting authority.
5. **Prior Course of Dealing.** The parties hereby agree that no trade usage, prior course of dealing or course of performance in general or under other contracts between the parties shall be a part of the contract or shall be used in the interpretation or construction of the contract.
6. **Payment.** Payment terms shall be governed by the negotiation agreement or ECU purchase order. Products received or services rendered shall be subject to ECU's right of inspection and rejection. Payment made by the University shall not constitute acceptance of such product or service. Refunds, costs, charges or other amounts due the University from the vendor may be offset

by ECU against payment due. A valid ECU purchase order number must be reflected on all invoices of shipments to receive payment. Vendor invoices should be billed within 30 days of the delivery of goods or completion of services. Payments made by the University shall be applied to the appropriate purchase order and invoice, on part of the vendor and the vendor's accounting system. The practice of applying payments to the vendor's oldest accounting balance is unacceptable. Vendors are responsible for keeping current on payment/invoice issues to insure appropriate receipt of ECU payments. For purposes of determining whether a cash discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product. The University has fiscal year funding and budget. Any disputes or payment issues must be addressed within the current fiscal year or within 45 days of each fiscal year close.

7. **Travel Expense.** In accordance to Oklahoma Statute, Title 74, Section 85.40, all travel expenses to be incurred by the vendor which are part of a service contract shall be included in the total purchase order amount and shall be shown as a separate line item in the vendor's quote.

8. **Audits and Records.** As used in this clause, "records" include books, documents, accounting procedures, practices and other data regardless of type and regardless of whether such items are in written form, computer data or any other form. In accepting any contract with East Central University, the vendor agrees that the University, any pertinent Federal or State agency or governing entity will have the right to examine and audit all records relevant to execution and performance of the Contract under the acceptance of a purchase order except, unless otherwise agreed, costs of vendor that comprise pricing under the Contract. The vendor is required to retain all records relative to the Contract for the duration of the Contract and for a period of no less than five (5) years following completion and/or termination of the purchase order contract unless otherwise indicated in the Contract terms. If a claim, audit, litigation, or other action involving such records is started before the end of the five-year period, the records are required to be maintained for three (3) years from the date that all issues arising out of the

action are resolved, or until the end of the five (5) years retention period, whichever is later.

Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the vendor that relate to the professional services are subject to examination by the University, governing entity, State Auditor and Inspector and the State Purchasing Director.

9. **Advertising.** Successful vendor shall not advertise or publish information regarding a contract award or purchase order without prior written consent on part of East Central University. The University shall not unreasonably withhold permission.

10. **Smoking Policy.** The Oklahoma Smoking in Public Places and Indoor Workplaces Act, 63 O.S. §§ 1-1523; 1-1525, et seq., requires East Central University to adopt policies regulating smoking in facilities owned, leased, or under their control. The Act prohibits the possession of lighted tobacco in any indoor place used by or open to the public, public transportation, or any indoor workplace, except where specifically allowed by law. In accordance with 21 O.S. §1247, all campuses, buildings and grounds, or portions thereof, owned or operated East Central University be designated as tobacco free, including smoking or smokeless tobacco. It is the intent of East Central University to promote the health, well-being and safety of all students, faculty, staff and visitors. As such, East Central University is designated as a tobacco free environment. Smoking and the use of all tobacco products are prohibited (this includes e-cigarettes and vaping devices). This policy is implemented with no tolerance. Vendors are expected to respect the smoke free policy and fully comply.

11. **Parking.** Vendors shall obtain a Campus Visitor Parking Permit, required while performing work or service contracts on campus. Permits can be obtained at the Bill S. Cole University Center from the Information Desk.

12. **Packaging.** Vendors will package products in accordance to acceptable commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- a. Vendor name and address
- b. Consignee's name and address
- c. ECU Purchase Order Number
- d. Container number and total number of containers, e.g. Box 1 of 4
- e. The container bearing the packing slip

13. Title and Risk of Loss. The title and risk of loss of the goods shall not pass to the University until it actually receives the good at the point or points of delivery and the project is accepted or the delivery for ECU's use is deemed completed by ECU.

14. Assignment. No part of a contract or purchase order may be directly or indirectly, in whole or in part, sold, transferred, assigned, conveyed, pledged, encumbered, disposed or otherwise transferred without the prior written approval of East Central University by an office with contracting authority.

15. Price Adjustment. Price changes will be considered at the end of one agreement period and the beginning of another new period. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current agreement period, and shall be supported by written evidence of increased costs to the successful vendor. ECU will not approve unsupported price increases that merely increase the gross profitability of the successful vendors at the expense of the University. Price change requests shall also be a factor in the agreement extension review process.

16. Authority. Subject to the power and authority of the Regional University system of Oklahoma (RUSO) and East Central University as provided by law in any contract, ECU in all cases be the sole determiner of the quantity, quality and acceptability of the work, materials and supplies for which payment is to be made under any contract. All items and services purchased by ECU must conform and be suitable for their intended purpose, which shall be judged by performance, or lack thereof, as determined by ECU alone.

17. Relationship of Parties. Nothing in the contract shall be construed to make either party the legal representative or agent of the other party, nor

shall either party have the right or authority to assume, create, or incur any liability or nay obligation of any kind, either expressed or implied, in the same of or on behalf of the other party. The relationship created by the contract or purchase order shall be that of independent contractor, not employer/employee, joint venture, agent or business partner.

18. **Under Reservation Prohibited.** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
19. **Delivery Date.** In the event a delivery date is specified on the purchase order or contract, the vendor will be expected to meet this date. Failure to meet the required delivery date during the performance of the purchase order or contract shall be considered an act of default and could be cause for termination at ECU's option.
20. **Bid Compliance.** Vendor shall deliver products/services as contracted. No deviations shall be made. Vendor warrants that all products delivered shall be new, unless otherwise specified on part of ECU, free from defects in material and workmanship and shall be fit for the intended purpose. All products found defective shall be replaced by the vendor upon notification by ECU. All costs of replacement, including shipping charges, are to be borne by the vendor.
21. **Pre-payment.** As a state agency, East Central University is prohibited by statute from paying for products or services in advance. Payment provisions shall be in arrears with late payment or interest calculated as provided by Oklahoma law.
22. **Right to Offset.** ECU shall be entitled to offset against any sums due the vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the vendor's non-conforming performance or failure to perform, or any other debt owing the University, including expenses, costs and damages as determined by East Central University.

23. Governing Law/Venue. Purchase Orders and contracts shall be governed by the laws of the State of Oklahoma; without giving force and effect to any choice of law provisions otherwise stated in any document, all legal actions will be in Oklahoma County District Court or the United States District Court for the Western District of Oklahoma based on which may be appropriate for a particular cause and to which jurisdiction and venue the vendor expressly agrees to be bound.

24. Laws and Regulation. Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances and regulation affecting their rights and rights of their employees, including but not limited to the Oklahoma Workers Compensation Act and the American for Disabilities and shall protect and indemnify the University, the Regional University System of Oklahoma, and all of their officers and agents against any claims of liability arising from or based on any violation thereof.

25. Compliance with Applicable Laws. Vendor shall comply with any and all applicable federal, State and local laws, rules, regulations, ordinances, and orders of the appropriate governmental authorities including, without limitation, those relating to payment of taxes, obtaining license, insurance, securing permits, OSHA, EPA, CWA, CAA, Homeland Security, Immigration and any other provisions that would be legally binding and applicable.

26. Non-Discrimination. The parties agree to be bound by applicable state and federal rules governing equal employment opportunity, non-discrimination and protection of civil rights as required by law, including, but not limited to sexual harassment, age, gender, race, ethnicity, disability and religion and other forms of discrimination as they exist or may exist by statute in the future.

27. Drug Free Workplace. Vendor agrees that in the performance of the purchase order or contract, neither the vendor nor any employee of the

vendor or subcontractors of any vendor shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity covered by the Purchase Order/Contract. ECU reserves the right to request a copy of the vendor's drug free work policy. The vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

28. Sexual Harassment. The policies of the University, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any University employees, students, faculty, or guest. Sexual harassment includes any unwelcome sexual advance, request for sexual favor or other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movement or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned on the campus of East Central University. Vendors are required to exercise control over their employees, agents and subcontractors so as to prohibit acts of sexual and verbal harassment and agree as a term and condition that such vendor, contractors, agents, employees, or subcontractors may be immediately removed from the project site and from the University premises.

29. Americans with Disabilities Act. Vendors shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

30. Health Information Portability and Accountability Act (HIPAA). All vendors providing products and services to the University under any purchase order or contract shall comply with any and all applicable provision of HIPAA.

31. No Waiver of Right by the University. No waiver by ECU of any breach of the provisions of the purchase order or contract by the vendor shall in any way be construed to be a waiver of any future breach or bar the University's

right to insist on strict performance or the provision of the purchase order or contract, or any other remedy allowed by the laws of the State of Oklahoma.

32. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials, or reasonable substitute thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire, or other casualty and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

33. Indemnification/Hold Harmless. Vendor shall indemnify, defend and hold harmless the State of Oklahoma, the Regional University System of Oklahoma and East Central University, its officers, agents and employees from any and all liability, claims, demands, suites, action, proceedings, loss, cost and damages of every kind and description, including without limitation attorney's fees and/or litigation expenses, which may be brought or made against or incurred on account of loss, of or damage to any property for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of: any act, omission, willful misconduct, professional error, fault, mistake or negligence of vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident in the execution of or performance of the purchase order or contract with ECU, or arising out of workers compensation claims, unemployment compensation claims of employees of the vendor and/or its subcontractors of claims under similar laws and obligations. Such indemnification shall specifically include infringement claims made against ECU or its agents for misuse of any and all intellectual or proprietary property supplied by vendor or subcontractors relative to third party infringement under the purchase order or contract. Vendor's obligations under this provision shall not extend to any liability caused by the sole negligence of the State of Oklahoma, Regional University System of Oklahoma and East Central University or its officers, agents and employees. Vendor represent and warrant that in performing its

obligation under any contract or agreement that it is not and will not infringe upon any property right, patent right, copyright or other legal right of any person, or entity; and, if any suit is brought or claim made by anyone alleging Vendor (or anyone acting at the direction of or in conjunction with Vendor) is infringing upon or violation any property right, patent right, copyright, or other legal right by performing the services or providing goods as contemplated by the contract or agreement, the vendor will indemnify, defend and hold harmless ECU against and from any and all loss, claim, damage, cost attorney’s fees or other loss of any kind whatsoever.

34. Insurance. Vendors performing services on the ECU campus, prior to beginning any work under a purchase order or contract, shall acquire at their expense and have in effect, minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit or reduce any vendor’ liability. Such insurance shall be carried with financially responsible carriers licensed to do business in the State of Oklahoma, be subject to the University’s approval, and remain in effect through the duration of the contract with ECU. Copies of such insurance coverage shall be furnished to ECU with submittal of contracts, bids, quotes, or proposals.

Coverage Type	Minimum Amounts
Worker’s Compensation (*)	Statutory- Oklahoma
Public Liability Insurance, Bodily Injury; each	\$200,000.00
Property Damage; each person	\$100,000.00
Per-occurrence for all claimants & coverage	\$1,000,000.00

() OR delivery of a fully executed original AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS’ COMPENSATION ACT*

35. Prices. Vendor guarantees prices to be accurate when accepting the ECU purchase order. Firm prices shall be F.O.B. Destination, East Central University, and shall include packaging, handling, shipping, and delivery charges, full prepaid by the vendor unless otherwise stated on the Purchase Order or in the contract.

36. Price Warranty. Vendor warrants the prices, terms, products and services

furnished herein are not less favorable than those currently extended to any other customer(s). If prices, terms, products, or services become more favorable to others, the vendor shall offer the same to ECU.

37. Taxes. Purchases made by ECU are not subject to sales tax or Federal Excise Tax. Tax exemption documentation shall be furnished upon request. Vendors agree to comply with and to require all subcontractors to comply with the provision of applicable law of sales and use tax.

38. Intellectual Property. Vendors, contractors and consultants doing business with East Central University are required to identify and notify ECU of any and all items they consider proprietary property, which will be used or placed upon the University or within equipment, systems or structures of the University. This proprietary property shall remain the property of the vendor and owner unless a change of ownership to ECU is required due to the nature of the delivered good, service, system, equipment, device or structure which would indicate it should rightfully belong to ECU for its use and benefit as part of what ECU negotiated with the awarded bid, proposal, quote or purchase order.

In some instances, vendors, contractors and consultants may maintain ownership of the proprietary property but must allow ECU an unlimited license to use such and must supply ECU copies of all software, data bases, operating systems, files, file information, special tools or other devices, books and information which will be necessary to make the good, item, system, equipment, device or structure continue to work even if maintained or operated by ECU or third parties to ECU may hire.

It is understood when ECU purchases any computer-based system, ECU recognizes the vendor may have a proprietary interest in the programming and software of items supplied. However, once used, the system contains data and information belonging strictly to ECU. Such vendor will not prevent ECU from having access and the use of its own information by claiming proprietary rights to such software. ECU has no interest in the software/programming, but maintains an absolute right to the use the data,

files and information such systems contain even if the vendor must relinquish operation of the proprietary property to a third party for ECU's use and benefit. As long as ECU is using the programming/software for its own use and intended purpose and it not circulating the software/programming for other uses, the vendor must license the operation and use to ECU or third party of ECU's selection so ECU may receive maximum use from its investment.

Unless the vendor advises ECU otherwise, and in advance of accepting a purchase order, ECU shall own and have the use rights on everything supplied, including programming/software, systems, devices, etc. All approved vendors, contractors and consultants, upon notice for ECU, shall furnish whatever is necessary for ECU to make the delivered systems/process work efficiently and effectively for ECU even if operated by a third-party competitor to the vendor.

39.Safety. Every vendor and all vendor employees, agents, subcontractors and suppliers shall make every reasonable effort and take every reasonable precaution to maintain the safety of ECU students, faculty and staff when conducting business at or on the ECU premises. These efforts will include, but are not limited to follow ECU policies and procedures, obeying campus speed limits, obeying OSHA requirements, complying with EPA requirements, complying with contractual mandates, and following logical and common-sense procedures and processes to assure the safety of people and property. Vendors and their employees, agents and subcontractors partnering with ECU shall accept a moral responsibility with the protection of life and property of every student, faculty, staff and guest on the ECU campus.

40.Security of Property and Personnel. In connection with Vendor's performance under the purchase order or Contract, Vendor may have access to ECU personnel, premises, data, records, equipment and other property. Vendor shall use commercially reasonably best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of ECU. Vendor shall be responsible for damage to such property

to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of ECU property in its possession, regardless of cause. Vendor may be subject to suspension without advance notice and may additionally be suspended from activities under the Contract if vendor fails to comply with confidentiality, privacy, security, environmental safety or safety requirements applicable to vendor's performance or obligations under the Contract. If Vendor fails to comply with ECU's security requirements, Vendor is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

41. MSDS Requirements. The vendor shall provide current Material Safety Data Sheets (MSDS) on each delivered product containing substances defined or described by OSHA Standard 1910, Subpart Z, including the United States Federal Hazard Communication Standard 1910-1200 as amended and those on any EPA list of chemicals. If the chemicals are not noted on any list, a unique MSDS for these chemicals will be generated and supplied to ECU with the delivery of such chemicals to ECU. This requirement applies to all vendors and subcontractors or agents who may supply chemicals of any nature to or for use on the ECU campus.

42. Other Environmental Safety Requirements. All vendors providing products and/or services to the University shall comply with the provisions set forth in the following subparagraphs:

- Vendors shall comply with all applicable Federal, State and Local environmental, occupation and safety statutes, regulations and guidelines. Vendors shall be responsible for providing a training and education program for their employees which meets the requirements of the Federal Hazard Communication Standard (Title 40, Sections 401-424) where applicable. Successful vendors shall submit proof of such training and educational program prior to award.
- Vendors shall not dispose of hazardous materials on University property or down sanitary or storm sewer drains and shall not dispose of any materials, including water or waste water, down storm drains.
- All hazardous wastes generated by vendors are the responsibility and

property of such vendor. Vendors shall dispose of them in an environmentally responsible manner and in compliance with all applicable laws and regulations.

- All chemicals and the associated storage, handling equipment and related work practices to be used on site by the vendor shall be approved by the University Facilities Maintenance Department - Environmental Health and Safety Officer.
- Vendors who encounter suspected asbestos-containing material (ACM) during the course of their work in executing a purchase order contract should immediately stop such work and contact the University Facilities Maintenance Department – Environmental Health and Safety Officer will determine whether the material contains asbestos.
- Vendors shall ensure any operation having the potential to expose University employees to noise levels in excess of OSHA allowable noise levels or hazardous substances in excess of OSHA allowable exposure limits, shall be carried out after normal business hours and shall be scheduled 24 hours in advance with the University’s Facilities Maintenance Department – Environmental Health and Safety Officer. Vendors shall ensure their subcontractors comply with these requirements.

43. Items to be Free and Clear. Vendor warrants and represents that all goods offered to ECU are free and clear of liens, claims, and encumbrances of any kind. Damages caused by any such encumbrances shall be borne by the vendor and paid to ECU as a cash payment. ECU shall be the sole determiner of the value of such damages should they occur from failure to keep goods and services free of encumbrances.

44. Warranties. In addition to implied warranties and manufacturer warranties, vendor warrants the goods furnished will conform to the specifications, drawing, descriptions and to samples or sample furnished by the successful vendor, if applicable. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

45. Termination. The University may terminate a Purchase Order or Contract for reason of vendor default, if conditions, including but not limited to, described in the following list come into being:

- If the vendor is adjudged bankrupt, if the vendor makes a general assignment for the benefit of the vendor's creditors, if a receiver is appointed on account of the vendor's insolvency, if the vendor does not pay 3rd party financial institutions and those parties contact ECU for payment, if the vendor is not responsible for timely invoicing and accurate invoicing which includes the appropriate purchase order number on the applicable invoice, if the vendor does not apply payments to the applicable purchase order number (payments applied to the oldest balance is an unacceptable practice).
- If the vendor persistently or repeatedly refused or fails to perform any of the provisions of the contract, or fails to make progress pursuant to the contract's term or fails to meet delivery dates specified, except when extensions may be granted to carry on as required by the contract.
- If the vendor persistently or repeatedly fails to make prompt payment to subcontractors.
- If the vendor, in ECU's determination, refused to take responsibility for problems incurred on behalf of the vendor's service of goods or if the vendor acts in any manner which negates ECU working with the vendor in good faith to resolve problems created by the vendor, ECU may, at its option, notify the vendor to terminate a contract or purchase order based on failure to follow the good faith requirements as outlined by law. The vendor will be notified in writing regarding the immediate termination and ECU shall seek all avenues of recourse available to re-establish service and goods and collect damages.
- The University may, without prejudice to any other right or remedy, deliver to the vendor a letter citing instance of noncompliance and shall terminate the contract or purchase order immediately or give the

vendor a time period to respond in writing and show cause as to why the contract should not be terminated. If the noncompliance is not cured within the allotted time, the University may terminate the contract or purchase order.

- In the event all or any part of a contract or purchase order is terminated, the University may take possession of any and all materials and finish the contract by whatever methods the University may deem expedient. In such case, the vendor shall be liable for any excess costs incurred by the University to perform the balance of the contract.
- ECU shall provide written notice of any termination. Upon termination under this provision, all goods, material, documents, data and reports prepared by the vendor under the purchase order/contract shall become property of and the be delivered to the University on demand. In the case of the termination of a lease, ECU will provide an appropriate lead-time for the vendor to retrieve leased equipment. If the vendor does not act within the period offered, the equipment will become property of the University. Vendors shall continue to perform in accordance with the requirements to the date of the termination or as directed in the termination notice.

46. Severability. The provision of the Terms and Conditions are severable such that if any provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provision shall continue to be valid and enforceable.

47. Data Ownership. In regards to the purchase of any computer-based system or other computer software, all data and information entered by ECU remains the property of ECU. Vendor may not bar the access to the data and. Or remove at the end of the contract term.

48. HB1804, Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Pursuant to 25 O.S. §1313, effective 7/1/08, all

individuals, contractors, subcontractors or vendors are prohibited by State Law from entering into a contract with a public employer for the performance of services within the State of Oklahoma unless registered and participating in the Status Verification System to verify information of all new employees.

The Status Verification Service system is defined in 25 O.S. 1312 and includes, but is not limited to, the free Employment Verification Program (EEV) available at: www.dhs.gov/E-Verify.

The enforcement of Section 1313 has been stayed by Preliminary Injunction issued by the United States District Court for the Western District of Oklahoma. By accepting a purchase order from the East Central University or executing a contract on part of the vendor with the University, the individual, contractor or vendor warrants and attests they understand that should said Preliminary Injunction be lifted, they may be required to register and participate in the Status Verification System which declares its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. These warranties shall remain in effect through the entire term, including all renewed periods if applicable, of the contract. The University reserves the right to request copies of documents certifying compliance with this requirement

49. Information Technology Acquisitions. Any information technology purchase or service must be in compliance with the accessibility to information technology standards of Section 508 of the Workforce Act of 1998.