



UNIVERSITY OF  
**Central Oklahoma**

**STANDARD TERMS AND CONDITIONS  
JULY 2023**

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 UCO.

**GENERAL PROVISIONS:**

**Funding**

1. **Appropriation of Funding.** Any agreement or contract awarded by the University of Central Oklahoma (UCO) is subject to cancellation or termination without penalty or liability whatsoever, 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 UCO Purchasing Department and the Director of Purchasing. Vendors supplying products or providing services to UCO without a legal purchase order issued by the UCO Purchasing Department will not be paid by the University.

**Procedural & Administrative**

1. **Authorized Signatures.** UCO is not responsible for purchase, lease or contractual obligations unless approved in writing by its authorized agents. Authorized agents for the University of Central Oklahoma are limited to the following individuals:
  - Todd Lamb – University President
  - Kevin Freeman – Vice President for Finance and Operations
  - Davenna Stratton – Assistant Vice President for Administrative Services
  - David Young – Director of Procurement Services
  - Frank Turbeville - Assistant Vice President Financial Operations
2. **Acceptance/Rejection.** UCO reserves the right to accept or reject 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 University of Central Oklahoma (UCO).

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3. **Policy and Procedures.** All bids, proposals and quotes submitted are subject to the expenditure policies of RUSO and UCO. These policies can be located at:  
<http://www.ruso.edu/PoliciesAndProcedures.htm>  
[http://administration.uco.edu/viewPage.php?d=pur&p=pol\\_genPurchasing](http://administration.uco.edu/viewPage.php?d=pur&p=pol_genPurchasing)
4. **Changes.** No oral statement or any person shall modify the terms and conditions, delivery, price, quality, quantities or specifications stated 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 UCO Director of Purchasing or designee. If a substantial change results, UCO 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 UCO purchase order. Products received or services rendered shall be subject to UCO'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 UCO against payment due. A valid UCO 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 UCO 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 a contract with the University of Central Oklahoma, the vendor agrees that any State or Federal Agency will have the right to examine and audit all records relevant to acceptance of a purchase order. The vendor is required to retain all records relative to a contract for a period of no less than three (3) years following completion and/or termination of the purchase order contract. If an audit, litigation or other actions involving such records are started before the end of the three year period, the records are

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- required to be maintained for three years from the date all issues arising out of the action are resolved or until the end of the three (3) years retention period, whichever is later.
9. **Advertising.** Successful vendors shall not advertise or publish information regarding a contract award or purchase order without prior written consent on part of the University. The University shall not unreasonably withhold permission.
  10. **Smoking Policy.** All facilities of the University of Central Oklahoma are smoke free. Smoking is not permitted inside the University buildings or any UCO property. Vendors are expected to respect the smoke free policy and fully comply.
  11. **Parking.** Successful vendors shall obtain parking permits required while performing project work or service contracts on campus. Vendors and their employees or subcontractors parking on the UCO Campus will be required to purchase UCO parking permits for the student and faculty/staff lots. See the Transportation and Parking Services website for contractor and vendor parking rates and regulations.
  12. **Packaging.** Vendors will package products in accordance to acceptable commercial practice. Each shipping container shall be clearly and permanently marked as follows:
    - Vendor name and address
    - Consignee's name and address
    - UCO Purchase Order Number
    - Container number and total number of containers, e.g. Box 1 of 4
    - The container bearing the packing slip

Vendors shall bear the cost of packaging unless otherwise noted in the purchase order contract.

13. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery and the project is accepted or the delivery for UCO's use is deemed complete by UCO.
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 or otherwise transferred without obtaining the prior written approval of the University of Central Oklahoma by an officer with contracting authority.
15. **Price Adjustment.** Price changes will be considered at the end of one agreement period and the beginning of another. 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. UCO 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. UCO shall, at its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

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16. **Authority.** Subject to the power and authority of the Regional University System of Oklahoma (RUSO) and University of Central Oklahoma as provided by law in any contract, UCO shall 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 UCO must be suitable for their intended purpose, which shall be judged by performance, or lack thereof, as determined by UCO 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 any obligation of any kind, either expressed or implied, in the name 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 partners.
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 UCO's option.
20. **Bid Compliance.** Vendor shall deliver products/service as contracted. No deviations shall be made. Vendor warrants that all products delivered shall be new, unless otherwise specified on part of UCO, 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 UCO. All costs of replacement, including shipping charges, are to be borne by the vendor.
21. **Pre-payment.** As a state agency, the 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 of Offset.** UCO 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 the University of Central Oklahoma.
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 Regulations.** Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances and regulations affecting the rights of their employees and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

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25. **Compliance with Laws.** Vendor shall comply with any and all applicable federal, state and/or local laws, regulations, ordinances, rules and orders of the appropriate governmental authorities including, without limitation, those relating to payment of taxes, obtaining licenses, 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.** Vendors agree 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. UCO 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 guests. 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 movements 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 the University of Central Oklahoma. 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 provisions of HIPAA.
31. **No Waiver of Right by the University.** No waiver by UCO 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 of the provisions of the purchase order or contract.
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

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financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

33. **Indemnification/Hold Harmless.** Successful vendors shall indemnify, defend and hold harmless the State of Oklahoma, the Regional University System of Oklahoma and the University of Central Oklahoma, its officers, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or 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, professional error, fault, mistake or negligence of vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the purchase order or contract with UCO, or arising out of workers compensation claims, unemployment compensation claims of employees of the vendor and/or its subcontractors of claims under similar such laws and obligations. Such indemnification shall specifically include infringement claims made against UCO 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 obligation 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 the University of Central Oklahoma or its officers, agents and employees.

34. **Insurance.** Vendors performing services on the UCO campus, prior to beginning any work under a purchase order or contract, shall acquire at their own 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’s 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 UCO. Copies of such insurance coverage shall be furnished to UCO with submittal of contracts, bids, quotes or proposals.

Coverage Type	Minimum Amounts
Worker’s Compensation (*)	Statutory – Oklahoma
General Commercial Liability (**):	
<i>General aggregate</i>	\$2,000,000.00
<i>Each occurrence (bodily injury/property damage)</i>	\$1,000,000.00

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

(\*\*) All coverage must be primary and non-contributory.

35. **Prices.** Vendor guarantees prices to be accurate when accepting the UCO purchase order. Firm prices shall be F.O.B. Destination, University of Central Oklahoma, and shall include packaging, handling, shipping and delivery charges, fully prepaid by the vendor unless otherwise stated on the PO or in the contract.

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36. **Price Warranty.** Vendor warrants the prices, terms, products and services furnished herein are not less favorable than those currently extended to any other customers. If prices, terms, products or services become more favorable to others, the vendor shall offer the same prices and terms to UCO.
37. **Taxes.** Purchases made by UCO 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 provisions of applicable law of sales and use tax.
38. **Intellectual Property.** Vendors, contractors and consultants doing business with the University of Central Oklahoma are required to identify and notify UCO 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 UCO is required due to the nature of the delivered good, service, system, equipment, device or structure which would indicate it should rightfully belong to UCO for its use and benefit as part of what UCO 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 UCO an unlimited license to use such and must supply UCO 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 UCO or third parties UCO may hire.
- It is understood when UCO purchases any computer-based system, UCO 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 UCO. Such vendor will not prevent UCO from having access and use of its own information by claiming proprietary rights to such software. UCO has no interest in the software/programming, but maintains an absolute right to 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 UCO's use and benefit. As long as UCO 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 UCO or third party of UCO's selection so UCO may receive maximum use from its investment.
- Unless the vendor advises UCO otherwise, and in advance of accepting a purchase order, UCO shall own and have the use rights on everything supplied, including programming/software, systems, devices, etc. All approved vendors, contractors and consultants, upon notice from UCO, shall furnish whatever is necessary for UCO to make the delivered systems/process work efficiently and effectively for UCO 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 UCO students, faculty and staff when conducting business at or on the UCO premises. These efforts will include, but are not limited to, following UCO policies and

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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 UCO shall accept a moral responsibility with the protection of life and property of every student, faculty, staff and guest on the UCO campus.

40. **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 UCO with the delivery of such chemicals to UCO. This requirement applies to all vendors and subcontractors or agents who may supply chemicals of any nature to or for use on the UCO campus.
41. **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, occupational 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 (20CFR 1910.1200) and/or the Oklahoma 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's Environmental Health and Safety Division.
  - 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 Environmental Health and Safety Division. The University Environmental Health and Safety Division 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 Environmental Health & Safety Division. Vendors shall ensure their subcontractors comply with these requirements.
42. **Items to be Free and Clear.** Vendor warrants and represents that all goods offered to UCO 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 UCO as a cash



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payment. UCO shall be the sole determiner of the value of such damages should they occur from failure to keep goods and services free of encumbrances.

43. **Warranties.** In addition to implied warranties and manufacturer warranties, vendor warrants the goods furnished will conform to the specifications, drawings, 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.
44. **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 3<sup>rd</sup> party financial institutions and those parties contact UCO 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 refuses or fails to perform any of the provisions of the contract, or fails to make progress pursuant to the contract's terms 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 persistently or repeatedly disregards laws, ordinances, UCO terms and conditions or instructions of any duly authorized representative of the University.
  - If the vendor, in UCO's determination, refuses to take responsibility for problems incurred on behalf of the vendor's service or goods or if the vendor acts in any manner which negates UCO working with the vendor in good faith to resolve problems created by the vendor, UCO may, at its option, notify the vendor to terminate a contract or purchase order based on 'bad faith'. The vendor will be notified in writing regarding the immediate termination, and UCO shall seek all avenues of recourse available to re-establish service and goods and collect damages which may have been incurred to UCO.
  - The University may, without prejudice to any other right or remedy, deliver to the vendor a letter citing instances 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 not be entitled to any further payment until the contract is finished. The vendor shall be liable for any excess costs incurred by the University to perform the balance of the contract.

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UCO shall provide written notice of any termination. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the vendor under the purchase order contract shall become the property of and be delivered to the University on demand. In the case of the termination of a lease, UCO will provide an appropriate lead time for the vendor to retrieve leased equipment. If the vendor does not act within the time frame 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.

### **45. HB 1804, 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](http://www.dhs.gov/E-Verify)