**CONTRACT AGREEMENT**

This AGREEMENT FOR SERVICES (the "Agreement") is made and entered into by and between the Board of Regents of the University of Oklahoma on behalf of ROGERS STATE UNIVERSITY (the "University") and Click here to enter text.. (the "Contractor”). This Agreement shall be effective on the date it is executed by the last party to execute it.

Services provided under this Agreement shall be as follows: Click here to enter text.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is herein acknowledged, the University and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, other documents listed in this Agreement and modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1. **THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

1. **INSURANCE AND COMPLIANCE**

Contractor shall carry and keep in force Worker’s Compensation in compliance with the Oklahoma State Statutory Limits and Employer’s Liability Insurance in limits not less than $500,000 each accident, $500,000 disease each employee, and $500,000 disease policy limit or provide a Certificate of Non Compliance as per Title 85 of the Oklahoma Statutes, Worker’s Compensation Act, on all employees and owners active in their business.

The Contractor agrees to obtaining and keeping in force, Commercial General Liability insurance (including products-completed operations, contractual liability, personal & advertising injury) with a limit of not less than $1,000,000 each occurrence.

The Contractor shall indemnify and hold the University harmless from the contractor’s action and shall keep the University free and clear from all liens asserted as a result of services or material provided by the contractor.

Each policy of insurance shall include a 30-day notice of cancellation and name Rogers State University, 1701 W. Will Rogers Blvd., Claremore, OK 74017 as Certificate Holder. Required insurance shall be written on a form acceptable to the Risk Management Department of the Division of Capital Assets Management, Office of Management and Enterprise Services, and shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

As proof of insurance required, Contractor shall cause a certificate of insurance to be issued to the University at the inception of this agreement showing the University as certificate holder and upon renewal of any required insurance policy during the entire term of the agreement with the University.

Should the Contractor subcontract any work under this agreement to any other party, each subcontractor shall be subject to all of the insurance requirements of this agreement and shall be required to provide proof thereof.

Contractor shall submit certificates of insurance to University before commencement of Operations and University reserves the right to seek council to review the same. Ten (10) working days’ notice shall be given to the University prior to cancellations of any policies herein.

To the extent applicable by Okla. Stat. Ann. tit. 25, §1313, or Exec. Order No. 12989, 8 USCA §1324a (Feb. 13, 1996) as amended in 73 Fed. Reg. 33285 (June 6, 2008), Consultant or Contractor certifies that it is registered with and participates in the Status Verification System (SEVIS"). Further, in accordance with Okla. Stat. Ann. tit. 68, §2385.32, Consultant or Contractor agrees to participate in the E-Verify program order to ensure that it and its employees are authorized to work in the United States in accordance with the employment authorization found in 8 U.S.C. §1324(a)(4).

Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or status as a Vietnam Veteran, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement, or assignment of employees who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, Vietnam Veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination, or other employment related activities.

In addition, each party affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, and shall comply with all applicable federal, state, and local laws and regulation, including, but not limited to, Executive Order 11246, as amended by EO11375 and EO11141 and as supplemented in Department of Labor Regulations (41CFR Part 60 et.seq.); Rehabilitation Act of 1972; Vietnam Era Veterans Readjustment Assistance Act of 1974; 38 Y.S.C> Section 4212; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; American with Disabilities Act; and any additions or amendments thereto.

Contractor agrees to comply with Title 61, Section 6 of the Oklahoma Statutes in that preference shall be given to material manufactured or procured within the State of Oklahoma, provided that the same can be procured at no greater expense than like materials or materials of equal quality from without the state and to comply with Title 61, Section 10 of the Oklahoma Statutes requiring Oklahoma labor and the use of Oklahoma materials if such Oklahoma labor and materials meet the standards of labor and materials available from outside the state and can be procured at a cost no higher than the same quality of labor and materials available from outside this state.

Contractor assumes full responsibility for the payment of all contributions and payroll taxes (state and Federal) as to all subcontractors and employees engaged in the performance of work pursuant here to, and further agrees to check and meet all requirements that might be specified under regulations of the administrative officials or board charged with the enforcement of any state or federal act on the subject referred to. Contractor agrees to furnish owner, upon request, a certificate or other evidence of compliance therewith.

1. **TERMINATION FOR CAUSE**

The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The University may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

The University may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the procuring agency determines that an administrative error occurred prior to Contract performance.

 If the Contract is terminated, the University shall be liable only for payment for products and/or services delivered and accepted.

1. **TERMINATION FOR CONVINENCE**

The University may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the University’s best interest. The procuring agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the procuring agency.

1. **TERM OF CONTRACT**

The tentative date of commencement of the work shall be the date established after the contractor has submitted signed copies of this agreement, and proof of all insurance requirements as provided within this agreement.

It is further agreed by both parties that this Agreement shall be in effect for the following date(s): Click here to enter text.

1. **CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract. Payment shall be as follows:

 Click here to enter text.

The Contractor agrees that these are the maximum funds required for each item of work. Contractor will provide detailed invoices reflecting work completed and date(s) of service.

The Owner will make payments to the Contractor on account of the Contract Price after receiving a Request for payment from the contractor with supporting documentation of work completed to the date submitted. The Owner shall make payments on account of the Contract Price to the Contractor within 45 days following the Owner’s acceptance of the request for payment.

1. **AUDIT REQUIREMENTS**

In accepting this agreement Contractor agrees that all books, records, documents and other items of the Contractor relevant to this agreement are subject to examination by the University and the State Auditor and Inspector.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

 **OWNER: CONTRACTOR:**

By: By:

 (Signature) (Signature)

 (Printed Name) (Printed Name)

 (Title) (Title)

 (Date of Execution) (Date of Execution)

Must be signed and dated by the owner or individual granted permission to sign into contracts in order to be considered a valid document.