

Purchase Order
Standard Terms & Conditions
(Revised 02.05.25)

The following Purchase Order Standard Terms & Conditions apply only to transactions that are not governed by a separate written agreement and where such agreement is duly executed by both parties and purports to represent the full and complete understanding of the parties. If such an agreement exists, the terms of the written, fully-executed agreement shall be the terms that govern the transaction and relationship of the parties. In the absence of such an agreement, these Standard Terms & Conditions provide the Vendor with the guidelines and legal stipulations of the Purchase Order with South Texas College (“STC”) for the goods and/or services described on the face of the Purchase Order and/or in an attachment or exhibit to the Purchase Order. If such an agreement exists but does not represent the full and complete understanding of the parties, these Standard Terms & Conditions shall serve to supplement and explain, but not contradict, the agreed-to terms of such an agreement.

1. Acceptance; Terms and Conditions: Unless otherwise agreed in writing, signed by STC, Vendor accepts this Purchase Order, and any attachments and exhibits hereto, by signing the acceptance copy of the Purchase Order and returning it to STC. Even without such written acknowledgment, Vendor's full or partial performance under this Purchase Order will constitute acceptance of these Standard Terms & Conditions. By acceptance of this Purchase Order, Vendor agrees to be bound by, and to comply with all of the Purchase Order Standard Terms & Conditions, the obligations set forth in any attachments or exhibits to the Purchase Order, all promises, warranties and representations made by Vendor as part of a response to a request for proposals or qualifications, if applicable, and all specifications and other documents referred to in this Purchase Order (collectively, the “Terms”). The Terms apply to everything listed in this Purchase Order and constitute STC's offer to Vendor, which STC may revoke at any time prior to Vendor's acceptance. This Purchase Order is not an acceptance by STC of any offer to sell, any quotation, or any proposal. Reference in this Purchase Order to any such quotation, proposal or offer to sell will not constitute a modification of any of the Terms. Terms and conditions different from or in addition to the Terms, whether written or oral, contained in any acknowledgment of this Purchase Order or with delivery of any goods or services under this Purchase Order, or otherwise, will not be binding on STC, whether or not they would materially alter this Purchase Order, and STC hereby rejects them. The Terms may be modified, superseded or excluded only by a written document signed by duly authorized representatives of STC and Vendor.

2. Agreement:

- (a) Unless otherwise agreed by STC, the Terms contain the entire understanding of STC and Vendor regarding the “Services” or “Goods” subject to this Purchase Order.
- (b) This Purchase Order, and each of its provisions, shall inure to the benefit of, be binding upon, and be enforceable against each party hereto and their respective permitted successors, assigns, transferees and delegates, and, unless otherwise expressly provided for herein, shall not be subsequently waived, amended, modified or altered except by mutual written agreement signed by STC's Director of Purchasing.
- (c) This Purchase Order is not an exclusive commitment and shall not restrict in any way STC's right to contract with others for services or goods similar to those specified in the Purchase Order.
- (d) If there is any discrepancy between the provisions contained in the Standard Terms & Conditions of this Purchase Order and the provisions contained in any other document which comprises the Terms, the language of the Standard Terms & Conditions shall prevail and govern the transaction.

3. Delivery; Shipping; Title:

- (a) Vendor will keep STC advised of the status of delivery or performance under this Purchase Order using commercially reasonable practices. If delay is foreseen, Vendor will give prompt written notice to STC.

Upon notice, STC may extend the delivery date in its sole discretion. Delivery shall be made during STC's normal working hours only, unless prior approval for late delivery has been obtained from STC.

(b) Vendor will tender for acceptance only those goods and services that conform to the requirements of this Purchase Order. Substitutions, cancellations and price changes will require STC's prior written consent signed by STC's Director of Purchasing. Default in promised delivery or failure to conform to the requirements of this Purchase Order, in addition to any other available remedies, authorizes STC to purchase goods or services elsewhere and charge to Vendor any excess cost of such repurchase.

(c) Vendor must show this Purchase Order number on all packages, shipments, and invoices.

(d) Unless otherwise expressly agreed in writing, the title to and risk of loss of the Goods shall not pass to STC until STC actually receives and takes possession of the Goods at the point or points of delivery.

4. Payment; Taxes:

(a) STC will pay Vendor in accordance with Texas Govt. Code Chapter 2251. Vendor shall submit original invoices, which meet STC's reasonable requirements, to the address shown on this Purchase Order. Payment in full will be made only upon final acceptance of items as shown on the Purchase Order. Partial payments may be made if partial shipments have been received.

(b) STC, a public institution of higher education, is exempt from Texas sales taxes and federal excise taxes on goods and services. STC will furnish tax exemption certificates upon request.

5. Warranties:

In addition to all warranties established by law, Vendor hereby represents, covenants, certifies, warrants and agrees that:

(a) Vendor will comply with all requirements of this Purchase Order.

(b) Vendor is familiar with and shall comply with all applicable federal, state and local laws, rules, regulations and ordinances (collectively, "Applicable Laws") and acknowledges that any alterations, additions, or deletions to the terms of the Purchase Order, which are required by changes in any of the Applicable Laws, are automatically incorporated into the Terms without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

(c) All Goods delivered or Services provided will conform to standards established for such goods and services by all Applicable Laws including, if applicable, those standards promulgated by the federal Occupational Safety and Health Administration ("OSHA") and the Texas Hazard Communication Act ("THCA") as set forth in Texas Health and Safety Code ("THSC") Chapter 502.

(d) Vendor is familiar with and in full compliance with the THCA and will, if necessary, provide either (1) a Material Safety Data Sheet ("MSDS") for each product Vendor or its agents bring onto STC's premises, or (2) a statement of exemption if the product is not covered by the THCA.

(e) All electrical items must meet all applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC or NEMA.

(f) All Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of Vendor's profession and industry practicing in the same locality.

(g) Vendor has good, marketable, and clean title to the Goods, and the Goods are not subject to any liens, charges or encumbrances whatsoever.

(h) All Goods and Services shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by STC, if any, (collectively, "Specifications") and will be new (unless otherwise expressly agreed), merchantable, fit for the purpose intended, of best quality and workmanship, and free from all defects. STC has the rights of inspection and approval and may reject and return Goods or require re-performance of Services, at Vendor's expense, if defective or not in compliance with STC's specifications. Defects will not be deemed waived by STC's failure to notify Vendor upon receipt of Goods or completion of Services or by STC's payment of Vendor's invoice.

(i) The use or sale of any of the Goods, except--with respect to patents--Goods produced to STC's detailed design, will not infringe any adverse valid patent, copyright, trademark or other intellectual property right,

and Vendor has all intellectual property rights and other use rights necessary to perform its obligations hereunder.

(j) The price to be paid by STC will be that contained in Vendor's bid, quote or proposal, which Vendor warrants to be no higher than Vendor's current prices on orders by others for goods or services of the kind covered by this Purchase Order for similar quantities to similar customers under similar conditions. If Vendor breaches this warranty, the price may be reduced to Vendor's current prices on orders by others or, in the alternative, STC may cancel this Purchase Order without liability to Vendor.

(k) Vendor has the power and authority to enter into this Purchase Order and fully perform its obligations hereunder without violating any other agreement or obligation and does not require the consent of any other person or entity.

(l) If Vendor is a corporation, partnership, limited partnership, limited liability partnership, or limited liability company, Vendor is duly organized, validly existing and in good standing under the laws of the state of its organization and is authorized to do business in the State of Texas.

(m) If Vendor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), Vendor is not currently delinquent in the payment of any taxes due under Chapter 171, or Vendor is exempt from the payment of those taxes, or Vendor is not subject to those taxes as an out-of-state taxable entity, whichever is applicable.

(n) Vendor has not given or offered to give, nor does Vendor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in the State of Texas in connection with this Purchase Order.

(o) Neither Vendor nor its principals, if any, are suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

(p) If this Purchase Order is issued to Vendor in connection with Vendor's repair or renovation of any real property, including any permanent fixtures thereto, which is owned or controlled by STC, Vendor shall comply with the requirements of Texas Govt. Code Chapter 2258, to the extent applicable, concerning the payment of prevailing wages.

(q) If applicable, and pursuant to Texas Govt. Code § 2054.5192, Vendor and its subcontractors, officers, and employees shall complete a cybersecurity training program which is certified by law and selected by STC. The cybersecurity training program must be completed by Vendor and its subcontractors, officers, and employees during the term and any renewal period of this Purchase Order.

(r) Any equipment provided by Vendor under this Purchase Order that is equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 Texas Admin. Code Chapter 202.

(s) If THSC § 361.965 is applicable to this Purchase Order, Vendor certifies that it is in full compliance with the State of Texas Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act as set forth in THSC Chapter 361, Subchapter Y, and the rules adopted by the Texas Commission on Environmental Quality under the Act as set forth in 30 Texas Admin. Code Chapter 328.

(t) Without STC's prior written consent, unless required by law to do so, no disclosure, description, or other communication of any sort will be made by Vendor to any third person of the fact of STC's purchase of the Goods or Services, or of the details and characteristics of the Goods or Services, and Vendor may not use any photographs or video recordings of STC's employees or students or use STC's name in connection with any sales promotion or publicity event. Vendor shall not name STC in its external advertising, marketing programs or other promotional efforts except as expressly authorized in advance by STC in writing. Anything furnished to Vendor by STC pursuant to this Purchase Order including samples, drawings, patterns and materials will remain the property of STC, will be held at Vendor's risk, and will be returned

to STC upon STC's request, and no disclosure or reproduction thereof in any form will be made without STC's prior written consent.

(u) Vendor represents and agrees that all persons, including Vendor's owners, officers, employees, agents, and any authorized subcontractors, who are in charge of or responsible for any of the Services to be performed under this Purchase Order, are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations, and that Vendor has acquired any licenses, certifications and permits that are required to provide the Goods or perform Services under the Purchase Order.

6. Antitrust Laws; Claims for Overcharges: Vendor warrants and represents that neither Vendor nor any party acting on behalf of Vendor has violated the antitrust laws of the United States or of the State of Texas or, if applicable, has communicated directly or indirectly the contents of Vendor's proposal or response, which resulted in the issuance of this Purchase Order, to any competitor or any other person engaged in the same line of business as Vendor. Vendor hereby assigns to STC any and all claims for overcharges associated with this Purchase Order which arise under the antitrust laws of the United States, 15 U.S.C.A. § 1, *et seq.* or of the State of Texas, Tex. Bus. & Comm. Code § 15.01, *et seq.*

7. HUB Subcontracting: Vendor will use good faith efforts to subcontract the goods or services performed under this Purchase Order in accordance with Vendor's Historically Underutilized Business Subcontracting Plan ("HSP") submitted in connection with this Purchase Order, if any. Except as specifically provided in the HSP, Vendor will not, in whole or in part, subcontract any of its duties or obligations under this Purchase Order.

8. Dispute Resolution: To the extent Texas Govt. Code Chapter 2260 is applicable to this Purchase Order and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, must be used by STC and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. STC's Vice President for Finance & Administrative Services will examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve such claims.

9. Immunities; Limitations: As a public institution of higher education of the State of Texas, STC's rights, liabilities and obligations under this Purchase Order are subject to and limited by the laws of the State of Texas including, without limitation, immunities from suit.

10. Termination; Default:

(a) Upon thirty (30) days' written notice to Vendor, STC may terminate this Purchase Order, in whole or in part, without cause. If STC terminates without cause, STC's sole obligation to Vendor shall be to pay for only those Goods and/or Services authorized by the Purchase Order and received and accepted by STC prior to the date of termination. Under no circumstance shall STC be liable to Vendor for anticipatory or lost profits.

(b) In the event of a material failure by a party to perform in accordance with the terms of the Purchase Order ("Default"), the other party may terminate this Purchase Order upon ten (10) days' written notice of termination setting forth the nature of the Default, provided that the Default is through no fault of the party giving notice. Termination will not be effective if the Default is fully cured prior to the end of the ten-day period.

11. INDEMNIFICATION BY VENDOR: VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS STC AND THE STATE OF TEXAS, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, COSTS, SUITS, ACTIONS, JUDGMENTS, EXPENSES, AND OTHER

CLAIMS OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS PURCHASE ORDER, OR THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER, TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS. IN ADDITION, VENDOR WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS PURCHASE ORDER OR THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER.

12. Venue; Governing Law: Hidalgo County, Texas is the exclusive venue for any suit on or in respect of this Purchase Order, and Vendor consents to personal jurisdiction in Hidalgo County. The Purchase Order, all rights and obligations of the parties, and all claims arising out of or relating thereto, will be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Texas without regard to its conflicts of law principles.

13. Independent Contractor: In providing the Goods or performing the Services, Vendor is, and undertakes performance thereof, as an independent contractor with sole responsibility for all persons employed in connection therewith, including exclusive liability for the payment of all federal, state, and local unemployment and disability insurance premiums and fees as well as all social security and other taxes and contributions payable in respect of such persons, from and against which liability Vendor agrees to indemnify, exonerate and hold harmless STC. Vendor shall have no authority to act for or on behalf of STC or the State of Texas except as expressly provided for in the Terms; no other authority, power or use is granted or implied. Vendor may not incur any debt, obligation, expense or liability of any kind on behalf of STC or the State of Texas.

14. No Third-Party Beneficiaries: This Purchase Order is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Purchase Order as a third-party beneficiary or otherwise.

15. Ownership and Use of Work Material: All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials produced by Vendor, or any subcontractor of Vendor, in connection with the Goods or Services provided hereunder, even if unfinished or in process, and whether or not accepted or rejected by STC ("Work Material"), are the property of STC and for STC's exclusive use and re-use at any time without further compensation and without any restriction. Vendor grants and assigns to STC all rights in and claims to the Work Material and will cooperate with STC in obtaining or enforcing such rights and claims. Vendor will not use the Work Material except as expressly authorized by this Purchase Order. Vendor will not apply for any copyright, patent or other property right related to the Work Material. Vendor will deliver all Work Material to STC upon expiration or termination of this Purchase Order. STC will have the right to use the Work Material for the completion of the Services hereunder or otherwise. STC may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person or organization, other than STC, on other projects unless expressly authorized by STC in writing.

16. Safeguarding of STC Records; Confidentiality; Public Information:

A. General. If in connection with this Purchase Order, Vendor creates, receives from or on behalf of STC, or has access to records or record systems ("STC Records"), Vendor will: (a) hold STC Records in strict

confidence and will not use or disclose STC Records except as i) permitted or required by this Purchase Order, ii) required by Applicable Laws, or iii) otherwise authorized by STC in writing; (b) safeguard STC Records according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Vendor protects its own confidential information; (c) continually monitor its operations and take any action necessary to ensure that STC Records are safeguarded and the confidentiality of STC Records is maintained in accordance with all Applicable Laws and the Terms; and (d) comply with STC policies regarding access to and use of STC's computer systems. At STC's reasonable request, Vendor agrees to provide a written summary of the procedures Vendor uses to safeguard and maintain the confidentiality of STC Records.

B. Return of STC Records. Vendor agrees that within thirty (30) days after the expiration or termination of this Purchase Order, all STC Records created or received from or on behalf of STC, if any, will be returned to STC, with no copies retained by Vendor or, if return is not feasible, destroyed. Twenty (20) days before destruction of any STC Records, Vendor will provide STC with written notice of Vendor's intent to destroy STC Records. Within five (5) days after destruction, Vendor will confirm to STC in writing the destruction of STC Records.

C. Confidentiality. In addition to any other obligations set forth herein, Vendor and STC acknowledge that they or their employees or agents may, during the term of this Purchase Order, come into possession of proprietary or confidential information owned by or in possession of the other. Neither party shall modify, reproduce, use for its own benefit, or otherwise disclose such information to another person, firm, corporation, or other organization, unless required to do so by law.

D. Public Information. STC strictly adheres to all statutes, court decisions and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"). Unless otherwise informed by Vendor in writing, STC shall consider all information and documentation, along with any other materials requested to be submitted in connection with this Purchase Order, to be of a nonconfidential and non-proprietary nature and therefore subject to public disclosure under the TPIA.

17. Insurance: If Vendor shall perform any of the Services on STC premises, and if requested by STC in writing prior to this issuance of the Purchase Order, Vendor shall maintain in full force and effect during the term of the Purchase Order the following insurance coverage: i) Comprehensive Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence; ii) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence; and, iii) Workers' Compensation insurance with statutory limits (except to the extent that Vendor has opted out of the Workers' Compensation insurance system in Texas). STC shall be named as an additional insured on the General Liability and Auto policies, as evidenced by policy endorsements, if required. This insurance may not be cancelled without providing thirty (30) days prior written notice to STC. If requested by STC, Vendor shall provide STC with certificates of insurance verifying the foregoing requirements prior to commencement of any Services. Vendor will endorse all policies to require insurance carriers to notify STC of cancellation, termination, material change, or non-renewal of any policy. Companies writing insurance to be provided under this paragraph must be licensed to do business in the State of Texas and acceptable to STC in its reasonable discretion.

18. Assignment; Subcontracting:

a) Vendor may not assign any of its rights or delegate any of its obligations under this Purchase Order without STC's prior written consent. Any attempted assignment in violation of this provision is void and without effect.

b) Any subcontractors to be utilized by Vendor in the completion of its obligations under this Purchase Order must be approved by STC. If applicable, Vendor shall not change or substitute subcontractors or suppliers from those listed in any proposal, offer or quotation for services. The Terms shall apply to Vendor's subcontractors and their officers, agents and employees in all respects as if they were Vendor's

employees; and Vendor will not be in any manner discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of any subcontractors.

19. Notices: Except as otherwise provided herein, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Purchase Order will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (if a facsimile number is listed herein), or email (if an email address is listed herein) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail or (ii) if delivered by hand, overnight courier, facsimile or email, when received:

If to STC:

South Texas College
Attn. Director of Purchasing
3200 W. Pecan Blvd., Bldg. N
McAllen, TX 78501
Phone: 956-872-4681
Fax: 956-872-4621
purchasing@southtexascollege.edu

If to Vendor:

As per address/fax/email information noted on this Purchase Order;

or to such other person or address as may be given in writing by either party to the other in accordance with this Section.

20. Non-Appropriation: Performance by STC under this Purchase Order may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or the allocation of funds by the STC Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, STC will issue written notice to Vendor and STC may terminate this Purchase Order without further duty or obligation hereunder. Vendor acknowledges that appropriation, allotment, and allocation of funds are beyond STC's control.

21. Retention: In the conduct of any audit, investigation, claim, or litigation relating to the Purchase Order, Vendor agrees to cooperate, as reasonably necessary, and to retain all records relating to Vendor's performance, including all payments and expense reimbursements received by Vendor, for a period of four (4) years after the Purchase Order expiration date or, if applicable, until any audit, claim or litigation is resolved, whichever is later.

22. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage, or for any delays or failure to perform, due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Event"). Provided, however, if a Force Majeure Event occurs, Vendor agrees to use its best efforts to mitigate the impact of the occurrence so that STC may continue to provide educational and other routine services during the occurrence.

23. Severability; No Implied Waiver: If a court of competent jurisdiction finds any provision of this Purchase Order to be illegal, ineffective or beyond the contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect. Failure of a party to require performance by another party under this Purchase Order will not affect the right of such party to require performance in the future.

24. Responsibility for Individuals Performing Work; Criminal Background Checks: Each individual who performs any Services must be an employee of Vendor or an employee of a subcontractor engaged by Vendor. Vendor is responsible for the performance of all individuals performing Services. If requested, Vendor will provide STC with a list of all individuals who perform any of the Services ("List") and, at Vendor's expense, cause an appropriate criminal background screening to be performed on all such individuals. Vendor will not knowingly assign any individual to provide any of the Services on STC's campus or other premises who has a history of criminal conduct unacceptable for a college campus or facility including violent or sexual offenses. Vendor will update the List each time there is a change in the individuals assigned to perform any Services. If requested by STC, Vendor will provide a letter signed by an authorized representative certifying compliance with this paragraph. Vendor will provide STC with an updated certification letter each time there is a change in the individuals assigned to perform any Services.

25. Compliance with STC Policies and Procedures: Vendor will be required to follow STC's applicable policies and procedures in dealing with improper conduct and discrimination and shall report all known incidents and injuries to STC. If this Purchase Order requires Vendor's presence on STC's premises or in STC's facilities, Vendor will cause its employees, representatives, agents and subcontractors to become aware of, fully informed about, and in full compliance with all applicable STC rules and policies including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, access restrictions, parking, and security directives.

26. Survival of Terms: Any of the Terms that by their nature require performance by either party after the termination thereof including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, warranties, representations, certifications, covenants, indemnification obligations, and governing law, as well as any other provision or partial provision that by its nature would reasonably extend beyond the termination of the Purchase Order, shall be and remain enforceable after such termination for any reason whatsoever.

27. Conflicts of Interest Reporting Requirements: Vendor acknowledges that pursuant to Texas Local Govt. Code Chapter 176, all vendors who contract or seek to contract with STC, a "local governmental entity," may be required to complete a conflict-of-interest questionnaire ("CIQ") if such vendor has a relationship with an STC officer who is considered a "local government officer" or with a family member of such officer. If required, Vendor shall file the CIQ with STC's designated records administrator (Vice President of Finance & Administrative Services). Vendor can find the CIQ form and a list of STC's Chapter 176 officers at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

28. Criminal History Notification Requirements: Vendor acknowledges that pursuant to Texas Education Code § 44.034, a person or business entity, excluding publicly-traded companies and certain vendors of library goods and services, which does business with STC, must notify STC if such person, or an owner or operator of such business entity, has ever been convicted of a felony and must include in the notification a general description of the conduct that resulted in the felony conviction. At <https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf>, Vendor can find a Criminal History Disclosure Form ("CHDF") that shall be used for this purpose. If required, Vendor shall submit a CHDF to STC's Vice President of Finance & Administrative Services.

29. Diversity, Equity & Inclusion Acknowledgement: Vendor acknowledges that Texas Education Code Section 51.3525 (*Responsibility of Governing Boards Regarding Diversity, Equity, and Inclusion Initiatives*) prohibits STC, whether acting through employees or third-party contractors, from engaging in certain activities as set forth in Subsection (b), Subdivision (1) and to adopt policies and procedures for appropriately disciplining, including by termination, any STC contractor who engages in conduct in

violation of Subdivision (1). Vendor represents that any goods or services provided by Vendor pursuant to the Purchase Order, shall not violate Texas Education Code Section 51.3525 and acknowledges that if any of the goods or services provided are in violation of Section 51.3525, STC has the right to terminate the Purchase Order without liability in accordance with STC policies and procedures.

30. State of Texas Executive Order GA-48: Vendor certifies that Vendor and, if applicable, any of Vendor's subsidiaries and holding companies, are not: i. listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or, ii. listed in Section 1260H of the 2021 NDAA; or, iii. owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or, iv. controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

Attachment A
Description of Services
 (Optional)

This Description of Services amends and is incorporated into Purchase Order No. _____

DATE(S) SERVICES TO BE PERFORMED:	
Required Service Provider (if any):	
DESCRIPTION OF SERVICES (including a list of "Deliverables" if applicable):	
FEES AND EXPENSES:	Fee for Services: <u>Reimbursable Expenses (if any):</u> Transportation: Lodging: Per Diem: Other _____: Total Expenses: Total Fees and Expenses Not to Exceed:

Vendor Signature: _____ / Date: _____

STC Signature: _____ / Date: _____

Attachment B
Modification of the General Terms and Conditions
(Optional)

This Modification of the General Terms and Conditions (“Modification”) amends and is incorporated into Purchase Order No. _____. Vendor and STC hereby agree that the Terms, as defined in the Purchase Order, shall be modified as follows:

- 1.
- 2.
- 3.
- 4.
- 5.

Except as modified hereby, the Terms shall remain in full force and effect. In the event of a discrepancy between the provisions of this Modification and any language contained in any other documents comprising the Terms, the provisions of the Modification shall control.

Vendor Signature: _____ / Date: _____

STC Signature: _____ / Date: _____