



# SOUTH TEXAS COLLEGE

**South Texas College**  
PURCHASING DEPARTMENT  
P. O. BOX 9701  
MCALLEN, TX 78502-9701

## **REQUEST FOR QUALIFICATIONS**

**RFQ NUMBER**  
**14-15-1079**

**RESPONSES MUST BE RECEIVED BEFORE:**  
**May 19, 2015, 3:00 PM**

|   |  |
|---|--|
| <b>If by US Postal Service,<br/>Mail to:</b><br>South Texas College<br>Purchasing Department<br>P.O. Box 9500<br>McAllen, TX 78502-9500 | <b>Hand Deliver or Express Mail<br/>(Overnight, 2<sup>nd</sup> day, etc) to:</b><br>South Texas College<br>Purchasing Department<br>3200 W. Pecan Blvd., Bldg. N, Ste 145<br>McAllen, TX 78501 |
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Show RFQ Number on Return Envelope

**NOTE:** Responses must be time stamped at **South Texas College Purchasing Department** before the hour and date specified.

The statement of qualifications shall be submitted in a sealed envelope plainly marked with the name and address of the entity submitting a response. It shall include the following information: **EXTERNAL AUDITOR** plus the RFQ number and the due date and time given above.

## SECTION 1 INTRODUCTION

### 1.1 **Background on South Texas College**

South Texas College (“STC”) is a comprehensive community college serving the counties of Hidalgo and Starr in South Texas. It has five campuses, including three which are in McAllen: the Pecan Campus, the STC Technology Campus, the Nursing and Allied Health Campus; the Mid-Valley Campus in Weslaco; and the Starr County Campus in Rio Grande City. Established in 1993, STC serves an area with an estimated population of 789,431 and has an enrollment of approximately 31,000. It offers more than 100 degree and certificate programs. STC is accredited by the Southern Association of Colleges and Schools as well as by numerous program agencies and organizations.

For fiscal year ending August 31, 2015, unrestricted and restricted current fund expenditures and transfers are budgeted at \$225,082,449. South Texas College employs approximately 1,938 full-time and part-time faculty and staff. Plant fund indebtedness includes bonds payable of \$88,834,991 as of August 31, 2014.

Eligible students receive financial aid, including Pell, Supplemental Educational Opportunity, Texas Public Educational, and State Student Incentive Grants; Scholarships and College Work/Study. Total operating revenues for fiscal year 2014 were \$36,728,902. In addition, tax state allocations and maintenance tax revenues amounted to \$42,766,020 and \$33,983,319, respectively. There were 35,268 students in the College in the Fall 2013 semester.

### 1.2 **Purpose and Objectives**

STC is soliciting a statement of qualifications from interested firms for the Financial and Compliance Audit. The selected firm will provide services as an independent contractor to audit procedures requested and outlined by the STC Board of Trustees. All responses must address the requirements, terms, and conditions as set forth in this Request for Qualifications.

The purpose of these services shall be to provide the STC Board of Trustees with reasonable assurance that the assets of South Texas College are safeguarded against loss from unauthorized use or disposition; that all transactions are executed in accordance with the General Accepted Accounting Principals; that all federal and state funds, grant funds, and all other restricted funds are managed in accordance with applicable statutes and constraints; and that all transactions are done in compliance with STC Policies and Procedures as adopted by the Board of Trustees.

A contract awarded as a result of this solicitation shall be for a period of one year, with an option to renew for four additional one-year periods.

## SECTION 2 SCOPE OF SERVICES

### 2.1 Services

The successful respondent to this solicitation shall be required to provide the annual Financial and Compliance Audit for South Texas College. The scope of services is as follows:

- A. Audit financial statements and schedules, including the Schedule of Expenditures of Federal Awards, prepared in conformity with generally accepted accounting principles for Colleges and Universities as prescribed by the American Institute of Certified Public Accountants (AICPA), the National Association of College and University Business Officers (NACUBO), and the Texas Higher Education Coordinating Board (THECB). The audit report will express an audit opinion as to the fairness of the presentation of the College District's overall financial statements for all funds including, but not limited to Unrestricted and Restricted Current Funds, Loan Funds, Endowment Funds, Plant Funds and Agency Funds.
- B. Test compliance with applicable laws and regulations of major federal financial assistance programs and report thereon, including disclosure of instances of noncompliance. The audit will include examination of a representative sample of charges made to federal grants and programs in order to ascertain whether the programs are being properly administered and whether such charges fall within the grant and programs guidelines. Such audit will include all federal direct and passthrough grants and contracts.
- C. The audit will comply with the standards for financial audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Office of Management and Budget Circular *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F-Audit Requirements (formerly A-133); Audits of State and Local Governments; the U.S. Department of Education, Office of Inspector General, Student Financial Assistance AUDIT GUIDE; the U.S. Department of Education The Blue Book, the DHHS Manual for Recipients Financed under the Payment Management System (PMS); and any other pertinent federal grantor publications. Special attention should be given to state rules and regulations in the Texas School Law Bulletin and rules and regulations prescribed by the Texas Higher Education Coordinating Board. Test compliance of management controls on investments and adherence to established investment policies as required under the Public Funds Investment Act of 1987, as amended (Government Code Chapter 2256, as amended).
- D. Assist college staff to prepare from the college's District's financial records, the financial statements of the college with applicable notes to the financial statements and supplemental schedules for the fiscal years ending August 31, 2015; August 31, 2016; August 31, 2017; August 31, 2018 and August 31, 2019. These financial statements and supplemental schedules will cover the operations of the College District (including each fund and each grant the College District has received) for each fiscal year and the financial condition of the College District (and of each fund and grant) as of August 31 of each year. Neither the financial statements nor the underlying accounting records will be adjusted by the auditors without the consent of management.
- E. Perform a study and evaluation of the College District's internal accounting and administrative controls, including additional tests as required by the Single Audit Act for major federal financial assistance programs, and prepare a management report which shall include findings, observations, opinions, comments or recommendations with regard to internal control, accounting systems, compliance with laws, and rules and regulations that come to the attention

of the auditors during their examination. The auditors shall evaluate and report their assessment of the condition of the College District's accounting records and system.

- F. Present the audit report and management report to the Board of Trustees during the regularly scheduled November board meeting each year. At a minimum, the audit report shall contain all of the financial statements, notes, schedules and all reports required by OMB Circular 2CFR Chapter II, Subpart F-Audit Requirements (formerly A-133) and the Texas Higher Educative Coordinating Board.
- G. The College District will require 100 auditor's reports, and 100 Reports to Management. Additional copies of reports must be available in electronic format suitable for duplication.
- H. The audit firm will retain working papers, audit programs, and other documents prepared or obtained during the course of the, audit for a minimum of seven years, or for a longer period where conditions of exceptions exist. The audit firm selected shall meet with federal, state, or other auditors as requested and make available all the aforementioned documents to said auditors for examination upon request.

## **2.2 Audit Report**

South Texas College anticipates closing its books for each fiscal year by the 15<sup>th</sup> working day of October.

A draft of the audit report and report to management shall be ready for preliminary review by the Vice President for Finance and Administrative Services by November 1<sup>st</sup> of each year. An exit conference will be held between the audit firm and the STC administration before November 5<sup>th</sup> of each year.

Copies of the completed audit and management reports will be delivered by the Vice President for Finance and Administrative Services for distribution to the Board of Trustees by seven working days prior to the November Board Meeting of each year.

Reports to be issued:

- Financial Statements – fair presentation in accordance with Generally Accepted Accounting Principles (GAAP)
- Internal Control Structures in Accordance with Government Auditing Standards (GAS)
- Compliance with Applicable Laws
- Internal Control Structure & Financial Aid for Federal {OMB Circular 2CFR Chapter II, Subpart F-Audit Requirements (formerly A-133)} & State (Single Audit)
- Compliance with Applicable Laws and Regulations for Financial Aid, Federal {OMB Circular 2CFR Chapter II, Subpart F-Audit Requirements (formerly A-133)} & State (Single Audit)
- Any other reports required by law.

**SECTION 3**  
**INSTRUCTIONS AND RESPONSE REQUIREMENTS**

**3.1 Acceptance of Submittals**

- A. STC reserves the right to accept or reject any or all responses, to waive informalities and minor technicalities, or to cancel this RFQ in part or in its entirety, according to what is in the best interest of STC.
- B. All responses must comply with the following criteria:
  - 1. Shall be timely delivered only to the address and office indicated by this RFQ. Responses delivered to any other office within STC will not be considered as having been submitted until the same is routed to the proper address and office, and STC shall have no obligation or duty to timely route such mis-delivered response;
  - 2. Shall be delivered in plain-colored, sealed, envelope that is properly addressed and labeled; and
  - 3. Shall be signed in blue or black ink by the person with authority to bind the respondent to a contract with STC.
- C. Respondents submitting responses through the U.S. Mail or private courier services do so at their own risk that the submittal document may be delivered to the incorrect address and/or office or after the deadline for submittal.
- D. Responses submitted after the deadline shall not be accepted, and any response received after the deadline shall be returned unopened to the respondent.
- E. All submittals will become the property of STC, whether or not a contract is awarded.

**3.2 Preparation Instructions**

- A. Responses shall be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on completeness, clarity of content and responsiveness to the requirements.
- B. Qualification Statements must be typed or printed on letter size (8-1/2 x 11) white paper suitable for copies.
- C. Respondents must submit one original and two (2) copies, of the complete response.

**3.3 Submittal Documents**

The following documents, at a minimum, must be included as part of your proposal:

- A. Statement of Qualifications that addresses items in Section 4
- B. Execution of Offer (Section 5)
- C. Notification of Criminal History (Section 6)
- D. Conflict of Interest Questionnaire

**3.4 Validity Period**

Responses are to be valid for a minimum of sixty (60) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

**3.5 Submittal Deadline and Location**

- A. All responses must be received by STC no later than May 19, 2015, 3:00 PM.
- B. Submit responses to:

|   |  |
|---|--|
| <b>If by US Postal Service,<br/>Mail to:</b><br>South Texas College<br>Purchasing Department<br>P.O. Box 9500<br>McAllen, TX 78502-9500 | <b>Hand Deliver or Express Mail (Overnight,<br/>2<sup>nd</sup> day, etc) to:</b><br>South Texas College<br>Purchasing Department<br>3200 W. Pecan Blvd., Bldg. N, Ste 145<br>McAllen, TX 78501 |
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**3.6 STC Contacts**

Any questions or concerns regarding this Request for Qualifications shall be directed to:

Becky Cavazos  
Director of Purchasing  
3200 W. Pecan Blvd., Bldg N, Ste 145  
McAllen, Texas 78501  
956-872-4681  
Email: [beckyc@southtexascollege.edu](mailto:beckyc@southtexascollege.edu)

Fernando Lamas  
Assistant Director of Purchasing  
3200 W. Pecan Blvd, Bldg N, Ste 145  
McAllen, Texas 78501  
956-872-4683  
Email: [flamas@southtexascollege.edu](mailto:flamas@southtexascollege.edu)

STC specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individual(s).

**3.7 Open Records**

Information, documentation and other materials submitted in response to this solicitation shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552). Notwithstanding the foregoing, disclosure of information related to this solicitation shall be made only after a contract is awarded.

**3.8 Award of Contract**

STC is requesting responses to this RFQ with the intent to award a contract for the requirements contained herein. However, STC is not obligated to award a contract under this solicitation and reserves the right to reject any and all response. STC shall reserve the right to award a contract for all or any of the requirements in this RFQ, to award multiple contracts, or to not award any contract, according to what is in the best interest of STC.

## SECTION 4 STATEMENT OF QUALIFICATIONS

Respondents must submit a Statement of Qualifications that addresses the following minimum requirements.

### 4.1 Company Information

- A. Include the full, legal name of the company; the number of years in business; type of organization (Individual, Partnership, Corporation, Etc.); number of employees.
- B. Describe your organization, including lines of authority and communications.
- C. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company.

### 4.2 Narrative

Include a brief narrative of your experience and expertise relating to the scope of services as requested in Section 2 of this RFQ.

Address any experience your firm has in the following areas:

- Single audit {OMB Circular 2CFR Chapter II, Subpart F-Audit Requirements (formerly A-133)} requirements (both financial and compliance) and associated preparation
- Governmental Accounting Standards Board (GASB) Statements
- Government Auditing Standards
- Auditing Institutions of Higher Education

### 4.3 Respondent Qualifications

Respondent must meet the following minimum qualifications:

- Must have conducted auditing services for at least five years
- Must be a properly licensed certified public accountant
- Must be in good standing and will not have any disciplinary actions with the Texas Board of Public Accountancy or the American Institute of Certified Public Accountants
- Meets the independence requirements promulgated by the U.S. Government Accountability Office and the American Institute of Certified Public Accountants

### 4.4 References

Provide a customer reference list of no less than five (5) organizations with whom you currently have a contract to provide services of equal type and scope as requested herein. The reference list is to include company name, contact person, telephone number and length of business relationship. References involved in higher education are preferred.

### 4.5 Questionnaire

- A. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with STC.
- B. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- C. Does any relationship exist whether by relative, business associate, capital funding agreement or any other type of relationship between your company and any STC employee or member of the STC Board of Trustees?

- D. Include resumes indicating the qualifications of the staff that would be assigned to perform the work for STC. State the names of the person(s) authorized to make firm representations and bind the firm.
- E. Provide a statement concerning the independence of the firm, including direct and indirect financial interest and the relationship of the proposed audit team to employees of STC and any members of the STC Board of Trustees.
- G. Provide documentation on the continuing education acquired, in the past three years, by all staff who will be involved in the audit.
- H. Provide the names and qualifications of outside specialists and consultants, if any, who will assist the firm in providing services.
- I. Describe and provide documentation on the firm's internal quality control system.
- J. Describe and provide documents on the firm's participation in, and results, of its external quality control review program. State whether the firm has received an unqualified report. Include the name of the external quality control review organization of which the firm is a member and the length of the membership.

## SECTION 5

### EXECUTION OF OFFER

In compliance with this solicitation, and subject to all the conditions herein, the undersigned offers to provide the requested services. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contract, and the Respondent may be removed from STC vendor lists.

By signature hereon, Respondent acknowledges and agrees that 1) this RFQ is a solicitation for Qualification Statements and is not a contract or an offer to contract; 2) the submission of a Statement of Qualifications by Respondent in response to this RFQ will not create a contract between STC and Respondent; 3) STC has made no representation or warranty, written or oral, that one or more contracts with STC will be awarded under the RFQ; and 4) Respondent shall bear, at its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.

By signature hereon, a corporate Respondent hereby certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

By signature hereon, the Respondent hereby certifies that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

By executing this offer, Respondent affirms that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

By the signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

1. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the term, conditions and requirements of the RFQ;
2. Respondent has the necessary experience, knowledge, abilities, skills and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
3. Respondent is aware of, if fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances affecting the services required in this RFQ;
4. Respondent understands 1) the requirements and specifications set forth in this RFQ and 2) the terms and conditions under which Respondent will be required to operate;
5. Respondent, if selected by STC, will maintain insurance as required by the contract;
6. All statements, information and representations prepared and submitted in response to the RFQ are current, complete, true and accurate. Respondent acknowledges that STC will rely on such statements, information and representations in selecting the successful Respondent. If selected by STC as the successful Respondent, Respondent will notify STC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of this solicitation is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.

By signature hereon, Respondent affirms that he has not prepared, or assisted in the preparation of, the specifications or other requirements for this solicitation.

Proposal must include Taxpayer Identification Number, full firm name and address of Respondent. Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract.

Taxpayer Identification Number: \_\_\_\_\_

Sole Owner should also enter social security No.: \_\_\_\_\_

Respondent/Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Typed/Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**SECTION 6  
NOTIFICATION OF CRIMINAL HISTORY**

**THIS FORM MUST BE COMPLETED,  
SIGNED, AND RETURNED WITH  
STATEMENT OF QUALIFICATIONS**

State of Texas legislative Bill No. 1 Section 4.034, Notification of Criminal History, Subsection (a) states “ a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “ a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

Please check off one box and sign the form in the appropriate space

I, the undersigned agent for the firm named below, certify; that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

VENDOR'S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): \_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

SIGNATURE OF COMPANY OFFICIAL \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

SIGNATURE OF COMPANY OFFICIAL \_\_\_\_\_

C. My firm is owned and/or operated by the following individual(s) who has/have been convicted of a felony:  
Name of Felon(s) \_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF COMPANY OFFICIAL \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

|                        |
|------------------------|
| <b>OFFICE USE ONLY</b> |
| Date Received          |
|                        |

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.  
 (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date

Adopted 06/29/2007

**SECTION 7**  
**EVALUATION CRITERIA FOR AWARD**

**7.1 Evaluation Criteria**

STC will utilize an evaluation team for the evaluation of responses. The evaluation team will evaluate responses based on the criteria set forth below:

- A. The Respondent's demonstrated ability to perform the services requested.
- B. The qualifications and experience of the Respondent's staff.
- C. The quality of references from past customers of Respondent.
- D. The Respondent's experience as an auditor, particularly for institutions of higher education.

**7.2 Contract Award Process**

STC will evaluate responses and rank respondents based on the total points received for the above listed criteria. STC will attempt to negotiate a contract with the top-rated respondent. If STC is unable to negotiate a contract with the top-rated respondent, STC will terminate negotiations and begin to negotiate a contract with the next highest rated respondent. This process will continue until a contract is awarded.

## SECTION 8 GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall be made a part of and govern any contract resulting from this Request for Qualifications.

### **8.1 Time of Performance**

Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth in the requirements in this Contract.

### **8.2 Acceptance of Products and Services**

All products furnished and all services performed under this Contract shall be to the satisfaction of STC and in accordance with the scope of work, specifications, terms, and conditions of the Contract. STC reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability of such products and services.

### **8.3 Default and Termination**

- a. In the event of substantial failure by a party to perform in accordance with the terms hereof, the other party may terminate this Contract upon ten (10) days' written notice of termination stating the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the ten-day period), provided that said failure is through no fault of the terminating party.
- b. STC may terminate this Contract for convenience by giving thirty (30) days' written notice to Contractor. In no event shall termination under this section give rise to any liability on the part of STC. STC's sole obligation hereunder is to pay Contractor for services/products provided under this Contract prior to the date of termination.
- c. Termination under section a. and b. above shall not relieve the Contractor or any of its employees of liability for violations of this Contract or any act or omission of the Contractor.

### **8.4 Indemnification**

To the fullest extent permitted by applicable law, the Contractor agrees to indemnify, protect and hold harmless STC from and against all claims, damages, losses, causes of action, suits or judgments arising out of, caused by, or resulting from the Contractor's violation of the Rules of Professional Conduct of the Texas State Board of Public Accountancy or by any negligent act or omission of the Contractor.

### **8.5 Compliance with Law**

Contractor is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, and all other applicable laws and regulations.

### **8.6 Payments**

Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA.

### **8.7 Contract Amendments**

The Contract may be amended within the Contract period by mutual consent of the parties. No modifications or amendments to the Contract shall become valid unless in writing and signed by both parties.

**8.8 Independent Contractor Status**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that STC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of STC, and that it will not by reason make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of STC.

**8.9 Non-Disclosure**

Contractor and STC acknowledge that they or their employees may, in the performance under this Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization except as necessary to perform under the terms of the Contract or as required by law.

**8.10 Publicity**

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of STC's name in connection with any sales promotion or publicity event without the prior express written approval of STC.

**8.11 Non-Waiver of Defaults**

Any failure of STC at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of STC at any time to avail itself of same.

**8.12 Force Majeure**

If either STC or Contractor is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages.

**8.13 Severability**

If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**8.14 Governing Law**

This contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by the laws of the State of Texas.

**8.15 Assignment**

The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of STC.

**8.16 Insurance**

Contractor shall carry insurance coverage in the below listed types and amounts for the term of the contract.

- |    |                                    |  |
|----|------------------------------------|--|
| A. | Worker's Compensation              | Statutory  |
| B. | Comprehensive General Liability    | \$1,000,000 each occurrence<br>\$1,000,000 aggregate |
| C. | Comprehensive Automobile Liability |  |
|    | 1) Bodily Injury                   | \$500,000 each person<br>\$500,000 each occurrence   |
|    | 2) Property Damage                 | \$300,000 each occurrence                            |
| D. | Professional Liability             | \$1,000,000  |

**SECTION 9**  
**LISTING OF INFORMATION AVAILABLE BY WEBLINK**

- 9.1 Comprehensive Annual Financial Reports**  
<http://finance.southtexascollege.edu/businessoffice/cafr.html>
- 9.2 South Texas College Policies**  
<http://admin.southtexascollege.edu/president/policies/index.html>
- 9.3 Annual Budget**  
[http://finance.southtexascollege.edu/businessoffice/budget\\_download.html](http://finance.southtexascollege.edu/businessoffice/budget_download.html)