



CONTRACTOR'S TERMS/CONDITIONS AND RESPONSIBILITIES WHILE WORKING ON CAMPUS PREMISES

Presented by: Martha Casanova
Coordinator of Records and Contract Management



TEXAS SOUTHMOST
COLLEGE



Professional Conduct:

- TSC expects contractor's personnel to adhere to a standard of professional conduct and integrity. This ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs.

Dress Code:

- Awarded contractor's personnel are expected to dress appropriately and must wear identifiable attire. Methods may include ID badges, Photo ID, branded work-wear or vest which must include company name and if possible employee's name.



General:

- Awarded contractor is responsible for the removal and disposal of all installation and construction debris created in the process of the job. All work areas will be cleaned at the conclusion of the workday and no tools or materials shall be left in a manner as to pose a safety hazard.
- Awarded contractor shall abide by the regulations set by TSC's security department pertaining to access to and conduct while on TSC's property and shall obey speed limits and parking regulations.
- Temporary parking permits can be obtain from the Facilities department.
- Awarded contractor shall have the responsibility to obtain any of the necessary permits, licenses, and inspections required.



Report to Work:

- Awarded contractor's personnel need to report to TSC Project Manager daily upon arrival to TSC's premises before starting work on project.
- Awarded contractor's personnel must inform TSC Project Manager when not working for the day on TSC campus during projects.



Work Restrictions:

- The awarded contractor will coordinate with the Texas Southmost College Project Manager working hours and job site access issues.
- The awarded contractor will coordinate with the Texas Southmost College Project Manager to minimize outages to the existing systems.
- Any service interruption required by the awarded vendor must be requested in writing, and scheduled with the Texas Southmost College Project Manager.
- The awarded contractor shall not proceed with the requested service interruption until written approval is granted by the Texas Southmost College Project Manager.
- All problems, and questions relating to a particular job, will be referred to the Texas Southmost College Project Manager and no changes shall be made without his/her written approval.



Terms and Conditions



Acceptance of Products and Services:

- All products furnished and/or services performed under this Contract shall be to the satisfaction of TSC and in accordance with the specifications, terms, and conditions of the Contract.

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 225 of the Government Code.



Insurance Coverage:

- Vendors shall obtain and keep in effect during the term of this contract, insurance coverage in the below listed types and amounts. As evidence of insurance coverage, vendors shall furnish to TSC certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE

A. Worker's Compensation

B. Comprehensive General Liability

C. Automobile Liability(owned/leased, non-owned, and hired)

(1) Bodily Injury

(2) Property Damage

LIMITS

Statutory

\$1,000,000 Ea. occurrence

\$2,000,000 aggregate

\$1,000,000 Ea. Person

\$1,000,000 Ea. Occurrence

\$1,000,000 Ea. Occurrence



Minimum Wage:

- TSC requires that all employees of prime and respondents who submit proposals for, and perform contractual work for TSC receive a living wage consistent with human dignity and the needs of life.
- TSC policy requires that the vendors pay all employees' wages at least **\$8.50** per hour as per Resolution in Support of a Living Wage Requirement for Those Employed By, and Those Doing Business With, TSC. Resolution passed by the Board of Trustees on September 30, 2009.



Compliance with Law:

- Awarded 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, *Affordable Care Act of 2010*, and all other applicable laws and regulations.



Compliance with TSC Policy



Compliance with College Policies:

- Awarded contractor must abide by all applicable TSC policies and procedures, including but not limited to those relating to safety, confidentiality, use of technology, harassment, and drug and alcohol use. On-site vendor's personnel will be required a criminal background check.

Drug-Free / Alcohol-Free Environment:

- Vendor's personnel are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances while on TSC's premises. In addition, vendor's personnel may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on TSC's premises or engaged in TSC's business. Exceptions to the policy may be found in [DH \(Local\) policy](#).



Tobacco and E-cigarettes-Free Environment :

- Vendor's personnel shall not use tobacco products or e-cigarettes on College District property, in College District vehicles, or at College District-related activities.

Reporting Abuse and Neglect:

- A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as provided by Family Code Chapter 261, Subchapter B. *Family Code 261.101(a)*.
- A report shall be made to any local or state law enforcement agency and Department of Family and Protective Services.



Statement of Nondiscrimination:

- The College District prohibits discrimination, including harassment, against any employee on the basis of sex or gender and on the basis of race, color, national origin, religion, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of College District policy.



Sexual Harassment:

- Sexual harassment is defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature.
- Examples of sexual harassment include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of obscene materials; physical contact such as patting, pinching or brushing against someone's body; or physical assault of a sexual nature.
- Reporting: Any vendor's personnel who feels that he or she has been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of his or her supervisor. TSC will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation.



Confidentiality Clause for Vendors:

Texas Southmost College (TSC) expects all vendors, contractors, subcontractors, and contractor's personnel working for the College to respect the value and ownership of information received and not to disclose information without appropriate authority unless there is a legal or professional obligation to do so. Vendors, contractors, sub-contractors, and contractor's personnel shall:

- Be prudent in the use and protection of information acquired (written or verbal) in the course of the project;
- Refrain from referring to the College, or any person connected with the College, in any derogatory way or in any way designed to adversely affect or prejudice the College or its reputation in any way;
- Not use information for any personal gain or in any manner that would be contrary to the law or detrimental to the legitimate and ethical objectives of the College; and
- Not disclose directly or indirectly confidential information relating to ongoing projects including, but not limited to scope of work, terms, and conditions, meeting discussions, photographs, models, layouts, and any other information connected to projects unless the disclosure of this information is supported and needed for business or operational purposes.



Vendor Concerns:

Texas Southmost College (TSC) is committed to fostering a culture of ethics, integrity, and compliance. A culture where vendors and members of the community feel comfortable in raising and discussing compliance questions and reporting serious concerns confidentially and without fear of retaliation.

If you have any **concerns** that may involve improper conduct or practice to be violation of law or College's purchasing policies and procedures, you can report them to the Director of Purchasing. **Protests** regarding a public solicitation or purchase order contract award (*the protest must be received within 10 business days after award*) and **reports** regarding suspicious fraudulent activity are also accepted through this procedure. A written concern must include the following information:

- Name, address, telephone numbers, and email address of the person submitting the concern.
- A specific identification of law, statutory, or regulatory provision(s) that the action complained of is alleged to have violated.
- Name and number of public solicitation in question (*if applicable*).
- Specific description and date of each relevant act alleged to have violated.
- Statement as to the result/action requested.
- Submission of documents that support the factual or legal basis of the concern or protest.
- If necessary, all relevant, factual information establishing, supporting, and justifying the concern or protest.



The Director of Purchasing may request additional information from the requesting party. The concern will be forwarded to College's Administrators and Legal Counsel for review. A review will be provided upon discussion of findings.

Reporting Methods

Email: patricia.saldivar@tsc.edu

US Postal Mailing: Patricia G. Saldivar, Director of Purchasing, 80 Fort Brown, Brownsville, Texas 78520.

Reporting Emergencies

Any vendor or community member who has a concern for their physical safety or witnesses or is part of any conduct that would ordinarily result in contact with the police should call the TSC Campus Security at 956-295-3700 or dial 911 immediately.



TSC Important Telephone Numbers:

- **Accounts Payable.** Send invoices to marcela.juarez@tsc.edu and accountspayable@tsc.edu
- **Campus Security:**
 - Main Campus: 956-295-3700 (Non-emergency situations)
 - ITECC: 956-295-3755 (Non-emergency situations)
- **Facilities:**
 - Jaime Salazar, Associate Vice President of Operations : 956-295-3413 jaime.salazar@tsc.edu
 - Marcela Juarez, Director of Operations: 956-295-3688 marcela.juarez@tsc.edu
 - George Hinojosa, Foreman: 956-295-3407 george.hinojosa@tsc.edu
 - TSC Project Supervisors:
 - Armando Garcia: 956-295-3471 armando.garcia@tsc.edu
 - Hector Espino: 956-295-3470 hector.espino@tsc.edu
 - Raul Hernandez: 956-295-3407 raul.hernandez@tsc.edu
 - TSC Recreation Center Coordinator:
 - Raul Cano: 956-295-3709 raul.cano@tsc.edu
- **Purchasing (For disputes and questions regarding contract)**
 - Nilda Mora: 956-295-3434 nilda.mora@tsc.edu
 - Raul Garza: 956-295-3438 raul.garza1@tsc.edu
 - Martha Casanova: 956-295-3430 martha.casanova@tsc.edu