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Contract Details: # 962-M5

Number	962-M5
Description	Freight and Logistics Services
Category	Managed
Type	Term
Start Date	3/1/2017
End Date	12/31/2099
Purchase Category Code(Agencies Only)	Doc Type 9 Exempt – Government Code 2155.441 and Human Resource Code 122
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
IGP Code(s)	958-47 962-86
PA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)
Contract Items and Pricing	962-M5 Price Sheet (PDF) (http://www.txsmartbuy.com/ShopFlow/Documents/Contract%20Attachments/962-M5 Contract Item Listing.pdf) DESCRIPTION OF SERVICES: Southeast Vocational Alliance (SVA), Community Resource Program (CRP), through TIBH, provides Freight and Logistic Services for the arrangement of transportation, invoice audit and consolidation, freight claims, tracking and tracing of shipments to ensure on time delivery. This service is being offered through the TIBH State Use program and any Purchase Orders issued by a customer for these services shall be issued to TIBH. Invoices: All invoices generated for these services shall be sent by the freight carrier to SVA, however all final invoices to be paid by the customer will be issued by TIBH. Reporting tools are available for upper level management to utilize for oversight. Benefits of the services: 1. Increase efficiencies 2. Increase on- time service 3. Decrease the amount of time product is in transit 4. Provide a technology avenue for the State Agencies to audit all freight services 5. Audit invoices for accuracy and put in a consolidated format for easy payment 6. Establish a carrier neutral customer service department to provide unbiased service recommendations to ensure the most economical and efficient service is utilized A. SHIPPING SERVICE TYPES 1. LTL (LESS THAN TRUCKLOAD) a. Shipments palletized which are more than 150 pounds and less than 15,000 pounds and transported via a dry box closed van trailer b. LTL INTRA-STATE (inside the state of Texas) – 1-2 day service c. LTL INTER-STATE (items moving outside the state of Texas borders) – 1-5 day service 2. TL (TRUCKLOAD) for Intra-state and Inter-state a. Palletized for more than 15,000 pounds b. Transported via a dry box or refrigerated closed van trailer 3. FLATBED for intra-state and inter-state use. a. This service is for construction site pick up or deliveries of bulk orders and/or products that are over 14 feet in length. b. Products are transported via an open flatbed trailer, tarps for products can be provided upon request. 4. OVERSIZED for intra-state and inter-state use. a. This service is best for the transportation of items that require a permit or escort from point of pick up to destination. b. Products are transported via a multitude of trailing equipment to include but not limited to; "step-decks", "low-boy's", etc. 5. COURIER SERVICES - Meets specific needs within a given geographic area.

7. EXPEDITED DELIVERY

Designed to provide a dedicated truck for same day pickup and delivery outside the local geographic area, also commonly referred to as "Hot Shot" service.

B. TIBH/SOUTHEAST VOCATIONAL ALLIANCE (SVA) RESPONSIBILITIES:

1. SVA shall provide intrastate and interstate services as needed, including pick up service, to all agency locations within the State of Texas, and to provide delivery service to all locations within the continental United States.
2. SVA will ensure that all carriers comply with all applicable state of Texas laws, Federal Laws, Code of Federal Regulations and United States Department of Transportation requirements governing the transportation of freight on the state highway system.
3. SVA will ensure that all carriers provide weather tight trailers in good working order to prevent damage to the product being transported with regards to LTL and TL service. All other trailing equipment will also be required to meet DOT standards.
4. Carrier Personnel:
 - a. Each carrier's delivery and pickup personnel will be identified by uniform or other standard identification, such as badges, etc., that clearly identify personnel as employees of the carrier.
 - b. Carrier's personnel must communicate with agency staff and conduct themselves in a professional manner always.
5. Carriers within the SVA LTL and TL network shall have forty-five (45) days to resolve any freight claim(s).
6. SVA will contact the carrier in the event shipment(s) is off course or fails to deliver on time to get the shipment delivered as soon as possible.
7. SVA will work with each carrier to outline a corrective action plan to eliminate service failures.
8. SVA customer service will provide assistance to customers in the filing of any claims at no additional cost.
9. Invoices:
 - a. SVA will receive all invoices from each carrier
 - b. SVA staff will audit each invoice to ensure accurate pricing is applied
 - c. Invoice exceptions will be handled by SVA with the carrier to obtain correction
 - d. SVA will store all back up documentation, bill of lading, proof of deliveries, etc. and will be available upon request.
10. Claims Processing:
 - a. SVA will file a claim that is the result of a damage or shortage for the customer, upon written request.
 - b. SVA will, upon request, make available additional insurance coverage for any high dollar items that is not fully covered by the Carriers cargo damage/loss policy.
 - c. SVA will communicate directly with the carrier to ensure timely payment of claim and provide claim status updates to the customer.
 - d. NOTE: The Carrier is ultimately responsible for payment of any claims.

C. TRANSPORTATION MANGEMENT SYSTEM (TMS)

1. SVA will provide unique logins to the TMS system as requested.
2. The TMS system will allow users to rate shipments, create bill of lading, schedule carriers to pick up and collect data pertaining to each shipment for planning, budgeting and audit purposes.
3. SVA staff will provide training to customer's staff on use of the TMS system.
4. SVA will provide IT support in the event of technical issues with the TMS System.
5. SVA will provide a customer service phone number and email for any questions or issues; can also be used

D. AGENCY/CUSTOMER RESPONSIBILITIES

1. Shall notify SVA concerning disputed invoices in a timely manner.
2. Provide SVA and TIBH with any specific invoicing requirements, i.e. where invoices are to be sent, what documents or internal identification numbers are required on a PO to ensure timely payment.
3. The Customer is responsible for accurate completion of each BOL which includes:
 - a. Address
 - b. Contact information
 - c. Weight
 - d. NMFC class
 - e. Piece/ pallet count
 - f. Accessorial requirements
4. Communicate concerns or issues of any kind to Customer Service. Any unsatisfactory customer service experience should be elevated to Clinton Kennedy.
5. Responsible for ensuring that every shipment is properly packaged.
6. Responsible for the inspection and receipt of each shipment for damage and accurate piece/ pallet count. All exceptions must be noted on the Delivery receipt at time of delivery.
7. Must notify SVA of any overage, shortage or damage if there is to be a claim filed immediately upon discovery.
8. Have 72 hours to notify SVA when concealed damage is discovered.
9. Must notify SVA of any high valued items prior to shipping them. Additional insurance is available by SVA to offset any carrier cargo claim limits for an additional cost.

Adding New Products to the contract

Following the contract award, additional products or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. Statewide Procurement Division customers are encouraged to request additional items by contacting Statewide Contract Development.

Delivery Delays by Contractor

If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order.

Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor.

Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).

Compliant Products by contractor

Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.

Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

Purchase Order Cancellation

The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.

... §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.

Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM.
(http://www.window.state.tx.us/procurement/prog/vendor_performance/)

The purpose of the Vendor Performance Tracking System is to:

- Identify vendors that have exceptional performance
- Aid purchasers in making a best value determination based on vendor past performance
- Protect the state from vendors with unethical business practices
- Provide performance scores in four measurable categories for the CMBL vendors
- Track vendor performance for delegated and exempt purchases

Contractors Information

ID: 12015784163

Contractor: Southeast Vocational Alliance

Contact Name: Clinton E Kennedy

mail: ckennedy@svalogistics.com

Phone: (512) 745-0806

Address: 13201 Northwest Freeway #825 Houston, TX 77040

ID: 17419760511

Contractor: TIBH

Contact Name: Kyle Radford

mail: kradford@tibh.org

Phone: (512) 451-8145

Address: 1011 E. 53-1/2 Street Austin, TX 78751



Texas Comptroller of Public Accounts
Glenn Hegar

- Home (<http://comptroller.texas.gov>)
- Contact Us (<http://comptroller.texas.gov/contact.php>)

POLICIES

- Privacy and Security Policy (<http://comptroller.texas.gov/privacy.html>)
- Accessibility Policy (<http://comptroller.texas.gov/accessibility.html>)
- Link Policy (<http://comptroller.texas.gov/linkpolicy.html>)
- Public Information Act (<http://comptroller.texas.gov/pia.html>)
- Compact with Texans (<http://comptroller.texas.gov/comptrol/compact/>)
- Commonly Used Web Browsers

OTHER STATE SITES

- [texas.gov](https://www.texas.gov/) (<https://www.texas.gov/>)
- Texas Records and Information Locator (TRAIL) (<http://www.tsl.state.tx.us/trail/>)
- State Link Policy (<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf>)
- Texas Veterans Portal (<http://veterans.portal.texas.gov>)