



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 17-0000004**

Payment Terms: **NET30** Freight Terms: **FOB Ship** Ship Via: **US Mail** PCC: **C** Date: **08/30/16** PO Method: **BC** Dispatch: **Email** Rev Dt:  
**Dispatch**

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** TIBH INDUSTRIES INC - PRODUCTS  
1011 E 53RD 1/2 ST  
AUSTIN TX 787511703  
**United States**

**Ship To:** 0001 - PUBLIC UTILITY COMMISSION O  
SUITE 8-100  
1701 N CONGRESS AVENUE  
Austin TX 78701  
United States

**Vendor ID:** 1741976051 1

**Purchaser:** Pablo Almaraz

**Phone:** 512/936-7069

**Fax:** 512/936-7058

**Email:** pablo.almaraz@puc.texas.gov

**Bill To:** PUBLIC UTILITY COMMISSION OF  
TEXAS  
Attn: Accounts Payable  
P.O. Box 13326  
Austin TX 78711-3326  
United States

**Fax:**

**Email:** payables@puc.texas.gov

**PO Information:**

BEA BARRERA: ADMINISTRATIVE ASSISTANT II - TEMPORARY EMPLOYEE IN FISCAL - SEPTEMBER 1, 2016 - DECEMBER 31, 2016 - \$28.50 FOR 656 HOURS

GOVERNMENT CODE, TITLE 10, GENERAL GOVERNMENT, SUBTITLE D, STATE PURCHASING AND GENERAL SERVICES, CHAPTER 2155, PURCHASING: GENERAL RULES AND PROCEDURES, SUBCHAPTER A., GENERAL PROVISIONS, SECTION 2155.138 EXEMPTION OF GOODS OR SERVICES OF BLIND OR VISUALLY IMPAIRED PERSONS. 2155.441 PREFERENCE FOR PRODUCTS OF PERSONS WITH MENTAL RETARDATION OR PHYSICAL DISABILITIES.APS



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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	ADMINISTRATIVE II - TEMPORARY IN FISCAL DIVISION TPASS MANAGED CONTRACT NO. 962-M3 TIBH JOB CLASS CODE: 0154 656 HOURS AT \$28.50/HR DISTRICT 14 LEVEL: EXPERT SERVICE PERIOD: SEPTEMBER 1, 2016 - DECEMBER 31, 2016	962/69	656.0000	HR	\$28.50000	\$18,696.00	08/30/2016
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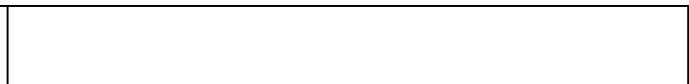
**Schedule Total** \$18,696.00

ReqID:  
REQ0001732

GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature.

2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and





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disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency.

3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01. et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends 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 connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: \_\_\_\_\_ Name of State Agency: \_\_\_\_\_ Date of Separation form State Agency: \_\_\_\_\_ Position with Vendor/Contractor: \_\_\_\_\_ Date of Employment with Vendor/Contractor: \_\_\_\_\_ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds





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received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include, but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

**Item Total for Line # 1**

**Total PO Amount**

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

**CPA CONTRACT NO. 962-M3**  
**TIBH TEMPORARY PERSONNEL**  
**FISCAL YEAR 2017**  
**SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2017**

**NOTE: SERVICES ARE NOT AVAILABLE FOR THE**  
**FOLLOWING HIGHWAY DISTRICTS: 11, 21, 23, 25**

**NIGP Class/Item 962-69**

		<b>District 14</b>		
		<b>Hourly Rate</b>		
<b>TIBH Job Class Code</b>	<b>TIBH Job Class Title (Current)</b>	<b>Entry Level</b>	<b>Experienced</b>	<b>Expert</b>
0132	CUSTOMER SERVICE REPRESENTATIVE II	20.09	24.15	28.50
0134	CUSTOMER SERVICE REPRESENTATIVE III	22.71	27.21	32.02
0136	CUSTOMER SERVICE REPRESENTATIVE IV	25.64	30.62	35.95
0138	CUSTOMER SERVICE REPRESENTATIVE V	28.80	34.38	40.36
0150	ADMINISTRATIVE ASSISTANT I	17.94	21.32	25.06
0152	ADMINISTRATIVE ASSISTANT II	20.09	24.15	28.50
0154	ADMINISTRATIVE ASSISTANT III	22.71	27.21	32.02
0156	ADMINISTRATIVE ASSISTANT IV	25.64	30.62	35.95
0158	ADMINISTRATIVE ASSISTANT V	28.80	34.38	40.36
0160	EXECUTIVE ASSISTANT I	28.80	34.37	39.81

<div class="container"> <div class="alert alert-error alert-noscript"> <strong>Javascript is disabled on your browser.</strong><br/> To view this site, you must enable JavaScript or upgrade to a JavaScript-capable browser. </div> </div>



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## Signing Out

Are you sure you want to Sign Out?

[Yes](#) [No](#)

## Contract Details: # 962-M3

<b>Number</b>	962-M3
<b>Description</b>	Temporary Personnel - TIBH
<b>Category</b>	Managed
<b>Type</b>	Term
<b>Start Date</b>	9/1/2002
<b>End Date</b>	8/31/2017

**Purchase  
Category  
Code(Agencies  
Only)**

PCC C

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.

[962-M3 TIBH Purchase Order \(doc\)](#)

Customers may utilize the Purchase Order template at the above link. or use their internal Purchase Order template which includes the information required as reflected: 962-M3 TIBH Purchase Order (doc).

**Purchase Orders** Customers using internal purchase order templates are requested to include the following information:

- Point of Contact: Name, Phone and E-mail
- Accounts Payable Contact: Name, Phone and E-mail
- Invoice Address:
- Address for Placement:
- NIGP 962-69 with Job Class #:
- Job Class Title
- Confirmation Date
- Estimated number of hours
- Rate: Indicate: Base, Mid or Max

Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:

**CPA Contract  
Management**

TPASS Contract Management Office (TCMO)

Texas Comptroller of Public Accounts (CPA)

Fax: (512) 936-0040

Email: [tpass\\_cmo@cpa.state.tx.us](mailto:tpass_cmo@cpa.state.tx.us)

[962-M3 TIBH Temp Personnel Rates - FY 17\(xlsm\)](#)

[962-M3 TIBH Temp Personnel Rates - FY 16\(xls\)](#)

Contact TIBH for Information Technology (IT) Temporary Personnel. More information may also be found through the [Department of Information Resources \(DIR\)](#) for IT Staffing Services.

**Use of Contract:**

Texas State Agencies are required to use this contract for their temporary personnel requirements prior to seeking services through an outside vendor or any other contracts outside of TPASS.

**Contract Items  
and Pricing**

**Customer's internal Purchase orders must include the following information:**

Payee ID#: 1-74-197-6051-1

TIBH Industries, Inc.

1011 East 53 ½ Street

Austin, TX 78751

TPASS Managed Contract No. 962-M3

NIGP Class/Item 962-69

Job Class Code And Job Class Title (Ex: 0006 Receptionist)

Indicate billing rate level: BASE; MEDIUM; MAX

Estimated No. of Hours

Highway District for the placement location

Name of Personnel (if known at time of issuance of PO)

Begin/End Dates

Work Schedule (as required)

Please scan the purchase order(s) and email to TIBH:  
[tempervicepo@tibh.org](mailto:tempervicepo@tibh.org)

TIBH representatives available for assistance in utilizing this contract:

South Texas Region – Major Cities:

Austin, Beaumont, Corpus Christi, El Paso, Houston, San Antonio

Mike Pierulla

Regional Representative

1011 East 53 ½ Street

Austin, TX 78751

Office (512) 451-8145

Fax (512) 450-5519

Mobile (512) 699-0575

Email: [mpierulla@tibh.org](mailto:mpierulla@tibh.org)

North Texas Region – Major Cities:

Dallas, Fort Worth, Lubbock, San Angelo, Tyler, Waco

J. Rod Conley

Regional Marketing Manager

1060 West Pipeline Rd., Suite 102

Hurst, Texas 76053-7335

Office (817) 589-0776

Fax (817) 589-0744

Mobile (817) 475-2317

Email: [rconley@tibh.org](mailto:rconley@tibh.org)

The TIBH regional representatives shall assign each customer with a primary and secondary provider. The PROVIDER(S) will assign a job order manager for each customer.

State of Texas agencies are required to request personnel from their primary and if the primary is not able to make a placement, contact with the secondary provider is required. If the TIBH/PROVIDERS cannot provide a placement, the agency shall request confirmation of such in writing (email or fax) from the provider(s) for documentation for the procurement file prior to seeking outside temporary personnel vendors.

The customer shall contact their primary/secondary providers to place job orders indicating their skill sets and requirements and for any changes, complaints and questions.

TIBH will provide 10 working days notice of any changes.

The PROVIDER(S) shall advise the customer within no more than four (4) business hours of the status of the job order.

For emergencies after regular working hours, a twenty-four hour answer service, such as answering machine, pager, or message service shall be provided by TIBH/PROVIDERS.

**Job Classifications:**

The job classification index listed in this contract is in accordance with the State of Texas State Auditor's job classifications. Search for a job description for each classification at the following link and print out for your file and/or as a reference: [State of Texas State Auditor's Job Classification Descriptions for the 2012-2013 Biennium](#).

**State Coverage:**

TIBH provides temporary personnel for the following TXDOT Highway Districts:

01 through 10

12 through 20

21 through 24

The counties for each of the listed districts can be found at the following link: [Districts Map](#)

**Hourly Rates:**

The Texas Council on Purchasing from People with Disabilities (TCPPD) has approved the hourly rates published in this contract. The rates consists of a base, midpoint and maximum hourly billing rate.

Learn more about TCPPD at the following website:

<http://www.tcppd.state.tx.us/>

**TIBH/PROVIDERS Responsibility:**

TIBH/PROVIDERS shall be responsible for the Acts or omissions of its temporary employees and agents in performing this contract.

TIBH/PROVIDERS shall indemnify and save state purchasers, purchasing officers, and employees harmless against any claim arising from said acts or omissions of TIBH/PROVIDERS temporary employees and agents and shall comply with all federal and state tax laws and withholding requirements. Individual state agencies shall not be liable to TIBH/PROVIDERS or its employees for unemployment or worker's compensation coverage or federal and state tax withholding requirements.

**Soliciting:**

TIBH/PROVIDERS shall inform the temporary personnel, prior to beginning work under this contract, of the policy that all soliciting is prohibited on state agency premises.

**Insurance:**

TIBH/PROVIDERS shall carry as a minimum the following insurance coverage in such form and with such carrier which are satisfactory to the customer:

1. Workers Compensation Insurance in an amount sufficient by virtue of the laws of the State in which the work or any portion of the work is performed.
2. Employers Liability Insurance in an amount not less than \$500,000.00 per occurrence.
3. General Public Liability Insurance in which the limits of liability shall be \$1,000,000.00 for injuries, including accidental death, to any one person for any one accident involving two or more persons.

4. General Property Damage Insurance in which the limits of liability shall be \$500,000.00 for damage to the property of any one person and subject to the same limit for damage to the property of each person for any one accident involving the property of two or more persons.

5. Fidelity or Dishonesty Bonding, \$100,000.00 minimum per incident.

6. All insurance policies shall be issued by companies authorized to do business in Texas and shall contain a provision prohibiting cancellation except upon at least 30 days prior notice to the customer. Certified copies of said policies or certifications evidencing such insurance and waiver shall be filed with customer before services begin.

**Compliance:**

In performing this contract, TIBH/PROVIDERS shall comply with any and all applicable federal, state or local law including but not limited to:

1. Occupational Safety and Health
2. Equal Employment Opportunity
3. Immigration and Naturalization
4. The American with Disabilities Act
5. State Tax and Insurance Law

**Job Accommodations:**

TIBH/PROVIDERS, being the legal employer of record, will provide all necessary job accommodations, i.e. special equipment needs, for temporary employees with disabilities under the American Disabilities Act.

**Qualified Temporary Personnel and Performance Evaluation:**

TIBH/PROVIDERS shall provide trained qualified personnel to meet the

skill sets and perform the duties as required by the customer. The personnel shall be assigned to a specific area and used exclusively in that position. Customers may request interviews prior to placement of personnel.

At the discretion of the customer, a performance evaluation report form shall be completed by the customer's Supervisor for each temporary personnel on assignment. The original copy of the performance evaluation report form shall be reviewed by the customer's supervisor and retained as a permanent record of TIBH's overall performance. At the discretion of the customer, a copy of each performance evaluation report form shall be sent to TIBH attached with the monthly payment.

**Overtime Rate:**

The overtime billing rate is determined by multiplying the regular billing rate by a factor of 1.43.

**Fulfillment Status:**

TIBH/PROVIDERS shall provide a status update for the required temporary personnel within four (4) business hours of the customer's request.

**Replacement Personnel:**

If upon arrival to the assignment, the temporary employee is determined unsatisfactory, TIBH/PROVIDERS shall immediately provide a replacement temporary employee by the beginning of the next business day. The customer will not be obligated to make payment to TIBH for the first four (4) hours.

**Work Hours:**

Normal business hours of work shall be eight (8) hours per day Monday through Friday, 8 am to 5 pm. Other hours and work on state observed holidays may be arranged if agreed upon between the customer and

TIBH/PROVIDERS.

**Removal of Personnel For Cause:**

The customer may request TIBH/PROVIDERS to remove any temporary personnel for cause, including but not limited to:

1. Poor or non-performance of assigned duties
2. Theft
3. Sexual harassment
4. Abusive language or behavior
5. Improper attire
6. Use of any of the customer's equipment not specific to the assignment without permission.

**Replacement Personnel:**

The provider at the request of the customer will replace personnel if the employee assigned is:

1. Determined unsatisfactory
2. Fails to report to work on time
3. Terminates employment with TIBH while working on assignment

The provider will respond within four (4) business hours after receipt of replacement requirement by customer and will confirm the personnel who will report to the job on the next business day. In addition, the customer reserves the right to require TIBH to provide a minimum of four (4) hours of training time at NO COST to the state agency, for each replacement

requested.

### **Training:**

TIBH/PROVIDERS shall:

1. Provide each temporary employee placed in the performance of work under this contract with adequate training to perform the work competently.
2. Ensure each temporary employee is thoroughly trained in safety requirements and in use of equipment and tools of their specified trade.
3. Maintain a training record for each temporary employee. The training record shall show, as a minimum, the temporary employee's name, date of employment, and the type of training received. Such records shall be made available to the customer upon request.
4. Be required, at the request of the customer, to give all inexperienced temporary employees a minimum of eight (8) hours of instruction for the specified job requirements prior to the initial placement.

### **Authority of the Customer:**

The administration of this contract as it relates to the procurement of temporary personnel services is vested wholly in the customer. The instructions of the customer are to be strictly and promptly followed by TIBH/PROVIDERS every case. The customer or their authorized representative will determine the amount and quality of the specified work performed which are to be paid for under this contract.

### **Criminal Background Checks:**

When requested by the customer, TIBH/PROVIDERS will perform, at no additional charge, a standard DPS criminal history check which includes Texas information only.

**Criminal background checks, which utilize sources other than or in addition to DPS and for areas beyond Texas, are available upon**

**request at an additional fee of \$25.00 for each personnel.** This additional charge should be included on the purchase order as requested.

**Parking:**

Under no circumstances shall any TIBH temporary personnel or their vehicles enter any area not authorized by the customer and/or the DPS Capitol Police. Parking arrangements must be made by the temporary personnel and the Customer's supervisor after the personnel reports to the job assignment. All temporary parking permits must be returned to the customer's supervisor upon completion of the job assignment.

Payee ID#: 1-74-197-6051-1

TIBH Industries, Inc.

**Contractors**

1011 East 53 ½ Street

Austin, TX 78751

**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. TPASS customers are encouraged to request additional items by contacting the TPASS Contract Management Office.

**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.

**Purchase Order  
Cancellation**

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.

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.

**Contractor  
Performance**

Statewide Procurement Division (SPD), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §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](#).

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

### **Contractor Information**

**VID:** 17419760511

**Contractor:** TIBH

**Email:** smartbuy@tibh.org

**Phone:** (512) 451-8145

**Address:** TIBH 1011 East 53 1/2 Street Austin TX 78751

- [Texas.gov](#)
- [Statewide Search from the Texas State Library](#)
- [State Link Policy](#)
- [Texas Homeland Security](#)
- [Texas Transparency](#)

- [Report Fraud](#)

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- [Privacy and Security Policy](#)
- [Accessibility Policy](#)
- [Link Policy](#)
- [Public Information Act](#)
- [Texas Veterans Portal](#)
- [Compact with Texans](#)



## Guerrero, Cindy

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**From:** Wolf, Angie  
**Sent:** Monday, August 15, 2016 8:57 AM  
**To:** Guerrero, Cindy; Beck, Mary; Almaraz, Pablo  
**Subject:** FW: Renewing Peak Temps FY17  
**Attachments:** Copy of Temp Services Rates 2017.xls

I am forwarding this message from Cheryl Macdonald at Peak Performers. The PO's need to be adjusted for Beatrice Barrera and Mary Castillo for the month of September due to the new FY17 temp service rates. Austin is in District 14 of the attached document, so the hourly rate for Mary is \$32.02. I don't know what Accountant classification Beatrice is in, but it should be on the PO to figure out the new hourly rate for September.

Thanks,  
Angie

**From:** Cheryl Macdonald [mailto:cheryl@peakperformers.org]  
**Sent:** Saturday, August 13, 2016 3:12 PM  
**To:** Wolf, Angie <Angie.Wolf@puc.texas.gov>  
**Subject:** Renewing Peak Temps FY17

Angie,

Haven't seen anything come through for our two temps at PUC. Will you be renewing Beatrice Barerra for FY17? She's currently working on PO 47300 16 0000003.

Mary Castillo already has a 9/30/16 end date on her purchase order; however, since there are new rates in effect for FY17, it will need to be amended to show the new rate. Admin Asst III expert will bill at 32.02 for FY17.  
Thanks!

**Beck, Mary**

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**From:** Cheryl Macdonald <cheryl@peakperformers.org>  
**Sent:** Monday, August 15, 2016 10:43 AM  
**To:** Almaraz, Pablo  
**Cc:** Beck, Mary  
**Subject:** Re: FW: Renewing Peak Temps FY17

Hello Pablo,

There is a new rate table in effect for FY17 temporary jobs.

Bea Barerra is classified as Admin Asst II, expert level; the new bill rate is 28.50.

Mary Castillo is classified as Admin Asst III, expert level; the new bill rate is 32.02.

I've attached the new rate tables for the Austin area--district 14. If you need the whole state, let me know and I can send that chart too!

Regards,

Cheryl Macdonald, CPP | Staffing Consultant  
512.453.8833 x109  
512.453.6716 Fax  
888.275.6915 Toll Free  
4616 Triangle Avenue  
Suite 405  
Austin, Texas 78751



*Cindy*

On Mon, Aug 15, 2016 at 10:25 AM, Almaraz, Pablo <[Pablo.Almaraz@puc.texas.gov](mailto:Pablo.Almaraz@puc.texas.gov)> wrote:

Good morning Cheryl,