

**TEXAS MILITARY DEPARTMENT
SOLICITATION**

NIGP Code 990-39: Emergency Systems Monitoring Service, Including Alarms and Operational Readiness Reporting	SOLICITATION NO. TMD25-ESS-0040210	TYPE OF SOLICITATION INVITATION FOR BID (IFB)	DATE ISSUED 6/3/2025
---	--	---	--------------------------------

INVITATION FOR BIDS (IFB) – Security Alarm Monitoring Service - Statewide

Bidder must submit email responses no later than 2:00 P.M. local time on 6/23/2025 to the following address. Texas Military Department (TMD) Procurement and Contract Services (P&CS) Procurement@military.texas.gov Subject: TMD25-ESS-0040210	FOR INFORMATION CONTACT: Brent Morgan, CTCD, CTCM Contract Administrator PHONE: (512) 782-5692 EMAIL: Procurement@military.texas.gov
---	--

RESPONSE (Bidder must fully complete)

DISCOUNT FOR PROMPT PAYMENT:	10 DAYS %	20 DAYS %	30 DAYS %	— DAYS %
ACKNOWLEDGMENT OF ADDENDA: Bidder acknowledges receipt of solicitation addenda and related documents numbered and dated:	ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
NAME AND ADDRESS OF BIDDER:				
RESPONSE DATE	TELEPHONE NO. (Include area code)			
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			

CERTIFICATION, DISQUALIFICATION, and REMEDIES

By signing this document, Bidder represents and warrants that all statements, certifications, and information submitted in response to this solicitation are true, current, complete, and accurate.

Failure to sign will disqualify response. TMD may pursue and enforce any available remedies against the Bidder for making false statements, including disqualifying the Bidder's response, immediately cancelling any Contract awarded to Vendor, or recommending State of Texas debarment.

TERM, PRICING, and FUNDING

The initial contract term is effective on the effective date stated in purchase order and expires one (1) year from that effective date.

TMD will not allow changes after Date of Award to terms or pricing during the term of the. The continuation of the Contract for any period is subject to the availability of TMD's funding source for the Contract.

ANTICIPATED SCHEDULE OF EVENTS.....	4
SECTION A—DEFINITIONS.....	5
SECTION B—SERVICES AND PRICES	6
B.1 PRICING REQUIREMENTS	6
B.1.1 Pricing Instructions.....	6
B.2 INVOICE REQUIREMENTS.....	7
B.3 PAYMENTS	7
B.3.2 Payment Adjustment.....	8
B.3.3 Late Payment.....	8
B.3.4 Deductions for Unacceptable Compliance	8
B.3.5 Withholding of Payment	9
B.3.6 Debts and Delinquencies.....	9
B.3.7 Right to Offset	9
B.4 MANDATORY PRICING SCHEDULE.....	10
B.4.1 Contract Term Pricing.....	10
SECTION C - SPECIFICATIONS.....	11
C.1 INTRODUCTION.....	11
C.2 SPECIFICATIONS and Statement of Work.....	11
C.3 TMD PERSONNEL	12
C.3.1 TMD's Contract Administrator	12
C.3.2 TMD's Contract Monitor.....	12
C.4 INSURANCE REQUIRED UNDER THE CONTRACT	13
C.5 REFERENCES.....	15
SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA	16
SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS.....	17
E.1 RESPONSE PREPARATION INSTRUCTIONS	17
E.2 AMENDMENTS TO THE SOLICITATION.....	17
E.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES	18
E.4 SIGNATURES ON RESPONSE SUBMITTED	18
E.5 RESPONSE ACCEPTANCE PERIOD	19
E.6 CONTRACT AWARD	19
E.7 TMD's RIGHTS.....	19
E.8 RESPONSE SUBMISSION INSTRUCTIONS	20
E.8.1 Volume One – Contract Forms and Required Response Information	20
E.8.2 Volume Two – Information Section.....	20
E.8.3 Volume Three – Cost and Pricing Response.....	21
E.9 DISCUSSION AND CORRESPONDENCE	21

E.10 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.....	22
E.11 AGENCY POSTING OF CONTRACTS.....	22
SECTION F—EVALUATION CRITERIA.....	23
SECTION G—LIST OF EXHIBITS	25
BY NUMBER AND TITLE	25

ANTICIPATED SCHEDULE OF EVENTS

TMD currently anticipates that the selection of successful Bidder and award of the Contract, if any, will proceed according to the following schedule:

6/3/2025		Solicitation Posted to ESBD
6/16/2025	2:00pm CT	Last day to submit written questions for clarification to TMD
6/20/2025	2:00pm CT	Estimated date for TMD to post Question and Answer (Q&A) document to ESBD
6/23/2025	2:00pm CT	Deadline for TMD to receive Bids
6/24/2025		Anticipated date of Contract Award

TMD reserves the right, in its sole discretion, to change the above date(s). Notices of changes to items directly impacting the original solicitation process will be posted on the Electronic State Business Daily (ESBD) located at: <https://www.txsmartbuy.gov/esbd>. Bidder should check the ESBD frequently for updates. Bidder is solely responsible for verifying receipt of its questions, if applicable, and responding by the deadlines stated. A Bidder's failure to periodically check the ESBD for updates will in no way release the awarded Bidder from compliance with any requirements in posted "addenda or additional information" although such compliance may result in additional costs to meet the requirements.

Questions regarding this solicitation must be in writing and must be submitted to TMD's Contract Administrator by the date and time noted in the table listed in this solicitation. Telephone inquiries will not be accepted. Questions may be submitted by either facsimile or email. TMD intends to post answers to these questions on the ESBD on or before the date and time noted in the table listed in this solicitation. Bidder is solely responsible for verifying TMD's timely receipt of its questions by the stated deadlines.

SECTION A—DEFINITIONS

The following terms and acronyms used in this solicitation have the meanings given in this section unless the context indicates otherwise.

“Bid” means the Bidder’s response to this solicitation. A Bid is an offer to contract based upon the terms, conditions, and specifications contained within the solicitation. Bids do not become contracts until they are accepted through an open market purchase order.

“Bidder” means the individual, business entity, or organization that submits a response in reply to this solicitation with intent to contract with TMD.

“Business Days” means Monday through Friday except for federal, state, and legal holidays observed by the State of Texas.

“Business Hours” means 8:00 a.m. to 5:00 p.m. Central Time.

“Contract” means this formal, written, and legally enforceable agreement between TMD and Contractor.

“Contractor” means the individual, business or other entity awarded the Contract. In the context of submitting a response, “Contractor” also means “Bidder” and “Vendor.”

“Date of Award” means the date the Contract is fully executed.

“Days” means calendar days unless otherwise specified.

“TMD” means the Texas Military Department of the State of Texas, a state agency in the executive branch created under Texas Government Code Ch. 437.

“Fiscal Year” means any of the one (1) year periods beginning September 1 and ending August 31 used for annual budgetary purposes by the State of Texas.

“Parties” means Contractor and TMD.

“Vendor” means the individual, business entity, or organization at any stage in the procurement or contracting process (prior to response, during response, and after contract award).

SECTION B—SERVICES AND PRICES

B.1 PRICING REQUIREMENTS

B.1.1 Pricing Instructions

- A. TMD seeks and Contractor will provide the commodities or services described in Section C, Specifications on a no minimum, as needed, as requested basis. Pricing is firm fixed price for the security alarm monitoring service requested and authorized by TMD as provided under the Contract. Bidder must price the response on this basis.
- B. Contractor must deliver and provide the security alarm monitoring service in compliance with all requirements of the Contract with such payment to be processed by TMD after TMD's receipt, testing and acceptance of the security alarm monitoring service.
- C. Bidder must submit a response that include all costs, fees, licenses, and expenses for Contractor's delivery of the security alarm monitoring service and performance under the Contract and will represent Contractor's sole compensation under the Contract. No minimum compensation is guaranteed under the Contract. No payments may be approved or made prior to TMD's acceptance as provided in the Contract.
- D. TMD reserves the right to make an award on the basis of low line-item bid, low total of line items, or in any other combination that will serve the best interest of TMD and to reject any and all items bid at the sole discretion of TMD. TMD also reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of TMD.
- E. Catalogs, brand names, or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code § 2155.067. If a Bidder believes it can satisfy these specifications, it should bid its goods or services and explain how the specifications will be adequately met.
- F. If bidding on specifications other than those stated within this solicitation, bid should show manufacturer, brand, or trade name, and other description of product offered. If other than brand(s) specified is offered, specifications, illustrations, and complete descriptions of product offered must be included with bid. Failure to take exception to specifications or reference data will require Bidder to furnish specified brand names, model numbers, etc.
- G. Unless otherwise specified, all items bid must be new and unused and of current production.
- H. All electrical items must meet all applicable Occupational Safety and Health Administration (OSHA) standards and regulations and bear the appropriate listing from Underwriters Laboratories (UL), Factory Mutual Research Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
- I. Consistent and continued tie bidding may cause rejection of bids by TMD and investigation for anti-trust violations.

B.2 INVOICE REQUIREMENTS

Invoices are Contractor's billing for goods or services rendered. TMD will pay Contractor on the basis of itemized invoices submitted to and approved by TMD. The invoices must show the actual deliverables provided and the attendant charge. Itemized invoices must clearly identify the project phase or title, deliverables delivered, the number of hours that each allocated employee worked if applicable, and the date range of work performance for this associated charge.

- A. Contractor's invoice must include the following:
 1. the Contract number or Purchase Order number;
 2. remittance address; and
 3. any prompt payment discount offered.
- B. Contractor must send an email with the invoice copy to Payables@military.texas.gov and to the Contract Monitor (if applicable).

An original, hard-copy invoice, if required, will be submitted to the office designated below:

Texas Military Department (TMD)
Attn: Accounts Payable Department
P.O. Box 5218, Building 11
Austin, Texas 78763-5218

The State of Texas will not incur any penalty for late payment if the invoice fails to conform to the requirements of this section or if Contractor did not mail the invoice to the appropriate addresses identified in this section.

B.3 PAYMENTS

- A. TMD recommends that Contractor receive payments by electronic funds transfer (EFT), also known as direct deposit. If Contractor elects to be set up for direct deposit payment, Contractor must submit a completed Direct Deposit Authorization Form (Exhibit G.4).
- B. Regardless as to whether Direct Deposit is chosen, Bidder must submit a completed Texas Application for Payee Identification Number (Exhibit G.3) to the following address:

Texas Military Department (TMD)
Attn: Accounts Payable Department
AP_Vendor@military.texas.gov

Reference: Contractor Set-up for Solicitation TMD25-ESS-0040210

Notes: Contact Brent Morgan when completed at 512-782-5692 or
Procurement@military.texas.gov.

- C. If Contractor has previously submitted a completed Contractor Direct Deposit Authorization Form to TMD for another separate contract, another form is not required to be submitted.

B.3.1 Billing and Payment

- A. TMD will not make any payments of any amount to Contractor until an accurate invoice is received that complies with Section B.2 above. TMD will notify Contractor if invoice is deemed to be inaccurate within 20 days of receipt.
- B. Texas Government Code Chapter 2251 (the Prompt Payment Act) will govern payment and accrual of interest on any overdue payments.
- C. If TMD, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by Contractor, TMD will place a hold on the disputed items and may pay the remaining amount of the invoice. TMD will timely notify Contractor of the dispute and request clarification or remedial action.
- D. If the dispute is resolved in Contractor's favor, TMD will pay the remaining portion of the original invoice in accordance with the Prompt Payment Act. If the dispute is resolved in TMD's favor, Contractor must resubmit an invoice reflecting all corrections.

B.3.2 Payment Adjustment

- A. TMD may elect to deduct from Contractor payment as specified in this section or any amount specified in, or any money determined to be due as specified in the Contract.
- B. If it is determined that the remaining amount of Contractor payment is not adequate to cover the money determined to be due to TMD, then all remaining Contractor payments will be withheld and an invoice issued to Contractor for the remaining amount due.
- C. Contractor must pay the invoiced amount within 30 days of receipt unless Contractor and TMD mutually agree on an alternative payment method.

B.3.3 Late Payment

Any amount owed to Contractor more than one (1) day beyond the date such amount is due as described in this section will accrue interest each day that such amount is not paid at the rate specified by Texas Government Code § 2251.025, provided; however, that this provision will not excuse failure by TMD to make payment in strict accordance with the Contract.

B.3.4 Deductions for Unacceptable Compliance

If Contractor fails to comply with the terms of the Contract, TMD may withhold Contractor's payment. If non-compliance results in TMD purchasing goods or services from another entity to remedy the non-compliance, TMD will deduct those costs from Contractor's payment.

B.3.5 Withholding of Payment

- A. TMD will have the right to withhold Contractor's payment until the failures described below have been corrected.
 - 1. Failure to submit reports or other documentation required in Section D—Contract Compliance Reports and Data required from Contractor;
 - 2. Failure to comply with background check or security requirements;
 - 3. Failure to respond to audit reports; and
 - 4. Failure to correct identified areas of non-compliance to the satisfaction of TMD within ten days upon receipt of written notification.
- B. TMD will not pay interest to Contractor for monies so withheld.
- C. Contractor's withheld payment will be released upon TMD's satisfaction that compliance has been achieved for 30 consecutive days.
- D. In the event that money is due to TMD for Contractor's failure to provide adequate maintenance or replacement of the property as required in the Contract, the amount required for TMD to correct deficiencies and replace property will be withheld from the final payment.
- E. With the exception of disputed issues, such withholding of final payment by TMD will not exceed 120 days from date of the Contract's termination.

B.3.6 Debts and Delinquencies

TMD is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State of Texas. Contractor agrees and understands that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, TMD will apply any payments or other amounts Contractor is otherwise owed under the Contract toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor must comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

B.3.7 Right to Offset

In the event TMD determines that Contractor owes money to TMD under any contract or purchase order, TMD, upon providing Contractor with written notice of its intent to offset, will have the right to withhold monies due to Contractor with respect to the Contract or with respect to any other contract or purchase order with TMD and apply such monies to the money due to TMD.

B.4 MANDATORY PRICING SCHEDULE

B.4.1 Contract Term Pricing

The Bidder must submit its bid price within the Pricing Table located in Exhibit G.2, replicating, as necessary, in its exact format.

Bid price must be submitted on the Mandatory Pricing Schedule. Bidders will price per unit shown. Unit prices will govern in the event of extension errors. If a price quotation is submitted as part of Bid, the quotation must be referenced in the response and signed by Bidder to establish formal linkage to the Bid.

Prices bid are firm throughout the term of the Contract. “Discount from List” bid pricing is not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

Intentionally left blank

SECTION C - SPECIFICATIONS

C.1 INTRODUCTION

The Texas Military Department is soliciting bids for statewide, multi-redundant security alarm monitoring services. All proposed services must comply with the requirements set forth by the National Guard Bureau (NGB) as detailed in Section C.2 of this solicitation.

C.2 SPECIFICATIONS AND STATEMENT OF WORK

- A. Contractor shall provide alarm monitoring services with an Underwriters Laboratories (UL) Listed Central Station for a minimum of one hundred nineteen (119) electronic security monitoring devices.
 1. UL Listing to include UL 827 and UL 2050, compliant with the National Guard Bureau (NGB)
 2. Contractor shall be required to have geographic redundancy in alarm monitoring stations with central stations in separate geographic locations. Contractor shall list the locations in their response.
 - a. Redundant monitoring stations are required to ensure continuous service in the event that any single monitoring location experience any type of cyber, mechanical, physical, or any other type of problem that would result in diminished operability.
 3. Contractor shall provide electronic security monitoring services twenty-four hours a day, seven (7) days a week (24/7) including all holidays.
- B. Monitoring
 1. Primary account (phone line) Monitoring shall be conducted via the primary communication channel, typically a dedicated phone line.
 2. In the event of primary communication failure, a backup account shall be used for systems such as the following name-brand systems (non-exhaustive list):
 - a. Uplink
 - b. Alarmnet
 - c. BOSCH
 - d. ELK
- C. Signals to include
Monitoring must cover a comprehensive range of signals, including but not limited to:
 1. Burglary alarm,
 2. Duress signal,
 3. Troubles on devices,
 4. Troubles on phone lines,
 5. Trouble on cellular communication,
 6. Power failures and restores,
 7. Communication faults,
 8. Tamper signals.
- D. Daily Test Timers on Each Account
 1. The Contractor shall ensure that both primary and back-up systems are equipped with daily test timers.

2. The Contractor shall generate and provide daily test timer reports identifying any accounts that did not transmit a signal.
3. Reports must be separated by Contact ID (CID) codes E601, E602, E603.

E. Full Web-Based Access to all Texas National Guard devices, which includes:

1. The Contractor shall provide real-time web-based access to all Texas National Guard electronic security devices, available 24 hours a day in real-time.
2. Access must be password protected and access available to employees authorized by the Texas National Guard Electronic Security System (ESS) Manager

F. Reporting capabilities

1. Authorized users shall have the ability to view and download device history at anytime
2. Authorized users shall be able to update contact information as necessary
3. The system shall allow authorized users the ability to place system on/off “test” at anytime
4. The system shall provide access and the ability to listen to recorded calls

G. Additional Options:

1. Customized Standard Operating Procedures (SOPs) based on State, local jurisdiction and National Guard requirements
2. Availability of Customized reports upon request
3. Capability to track Unsupervised Open/Close by user signals
4. SMS Text Notifications

An employee designated by the ESS Manager can be notified on low trouble alerts for real time notification as well as the ESS Manager
5. Chat feature, available upon request enabling site custodians to acknowledge alarms or request dispatch from operator

C.3 TMD PERSONNEL

C.3.1 TMD's Contract Administrator

- A. The Contract Administrator for administration of the Contract is Brent Morgan.
- B. The telephone number for the Contract Administrator is 512-782-5692.
- C. The email address is Procurement@military.texas.gov.

The Contract Administrator is responsible for the general administration of the Contract, negotiation of any changes, and issuance of written amendments to the Contract.

C.3.2 TMD's Contract Monitor

- A. The Contract Monitor for the Contract is MJ Wade.
- B. The telephone number for the Contract Monitor is 512-782-6908.
- C. The email address is monroe.j.wade.nfg@army.mil.

The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of TMD or the State of Texas.

The Contract Monitor does not have the authority to alter Contractor's obligations or to amend the Contract in any way.

If TMD and Contractor agree to amend the Contract, TMD will issue a written Amendment or Purchase Order Change Notice (POCN).

C.4 INSURANCE REQUIRED UNDER THE CONTRACT

In its response, Bidder must provide a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified. Bidder should also describe other insurance coverage maintained by Bidder in the ordinary course of business and provide proof of same in its response. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. TMD and the State of Texas do not accept "self-insurance" coverage.

The awarded Contractor is required, within five (5) business days of Notice of Award or Purchase Order, to provide TMD with current certificates of insurance or other proof acceptable to TMD. Failure to submit acceptable proof of insurance within such time period may result in TMD's revocation of the award. Contractor must maintain the required insurance during the initial term and any optional renewal period exercised. Contractor is responsible for ensuring its subcontractors' compliance with all insurance requirements.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers' Compensation</i>	Statutory Limits for the State of Texas or for any state Contractor's employee resides in
<i>Employer's Liability</i> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<i>Commercial General Liability</i> (occurrence based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented \$5,000 Medical Payments
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence
<i>Commercial Crime</i>	\$50,000 Each Occurrence
<i>Professional Liability</i>	\$1,000,000 Per Occurrence

Including errors and omissions	\$2,000,000 Annual Aggregate
<i>Cyber</i>	<p>Sufficient coverage to cover any and all losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Contractor under or as a result of the Contract. This includes response required Texas Business & Commerce Code Chapter 521.</p> <p>TMD may, in its sole discretion, confer with the Texas Department of Insurance to review the coverage submitted prior to approving it as acceptable under the Contract. If reasonably necessary to protect the State of Texas, Contractor must obtain modified coverage within ten days of Contractor's receipt of TMD's request.</p>

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to TMD. All required insurance contracts must:

- (1) be written on a primary and non-contributory basis with any other insurance coverages Bidder currently has in place; and
- (2) include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers' compensation and professional liability must name the Texas Military Department as additional insured.

Contractor shall:

- A. provide written documentation under this section to the Contract Administrator by email at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy.
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
- C. deliver all renewals policies at least ten calendar days prior of any expiration of a required policy to Contract Administrator by emails. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

- D. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include the Contractor's obligations under the Contract.
- E. obtain and maintain insurance policies that provide coverage for Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under the Contract.

C.5 REFERENCES

Bidders must submit three (3) past or current projects of similar size and complexity performed within the past five (5) years as per Attachment G.5, Verification of Experience Form which must be returned with the Bid.

Intentionally left blank

SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA

Contractor must submit the reports and all additional Contractor documentation requirements in this section during the course of the Contract. These deliverables may be revised, or additional ones may be required at TMD's sole discretion.

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY	TMD PERSONNEL TO RECEIVE REPORT
Other	Prior to Execution of Contract and upon renewal or replacement	Insurance Requirements	IFB, Section C.5	Contract Administrator
Monthly	3 rd of every month	Invoicing – Specific to the Contract	IFB Section B.2	Payables@military.texas.gov with a copy to Contract Monitor
Daily	End of Day	Test Timer Reports	IFB Section C.2.D	Contract Monitor

Intentionally left blank

SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

E.1 RESPONSE PREPARATION INSTRUCTIONS

Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of Bidder's response.
- B. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- C. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for disqualification of the response from further consideration unless stated otherwise within this solicitation.

Submission of responses

- A. Responses will be typed for standard letter paper (8-1/2" x 11") (except for graphic information being requested). Bidder's response must be paginated, contain a full table of contents, and have component sections clearly identified by bookmarks (electronic).
- B. Electronic responses must be received by TMD no later than the deadline established and submitted to:

Texas Military Department
Procurement and Contract Services
Procurement@military.texas.gov
Subject: TMD25-ESS-0040210 – Bid Response – Vendor Name
- C. Bidder must demonstrate that bidder's operations conform to applicable TMD, state, and federal policies and standards.
- D. Bidder must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Bidder's policies, procedures, and post orders for which no deviation to TMD Policy is being requested, and other similar documents will not be submitted.

E.2 AMENDMENTS TO THE SOLICITATION

- A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. Bidders must acknowledge receipt of all amendment(s) to this solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on the form for submitting a response or by letter.
- C. Bidder must submit the acknowledgement to TMD by the time specified for receipt of responses.

D. Failure to acknowledge amendment(s) by Bidder may subject its response to rejection.

E.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES

- A. Responses will be time stamped at the office designated in the solicitation on or before the date and time specified in this solicitation.
- B. Any response received at the designated location after the specified date and time will not be considered.
- C. Responses cannot be altered, amended or modified by email or otherwise after closing date and time.
- D. Alterations made before closing time will be initiated by Bidder or its authorized representative.
- E. No responses can be withdrawn after closing date and time without approval by TMD. Should a Bidder, after closing time, request its response be withdrawn, the request must be made in writing.
- F. TMD is not responsible for submissions delivered to TMD after the date and time stated on the first page of this solicitation. This includes delays associated with courier delivery services. It is the Bidder's responsibility to ensure that it submits, and that TMD receives, its complete response timely. TMD recommends that Bidder submit their complete response well in advance of the due date and time stated on the first page of this solicitation.
- G. TMD takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any TMD anti-virus or other security software.

E.4 SIGNATURES ON RESPONSE SUBMITTED

- A. Responses from a partnership will be signed in the firm name by at least one (1) general partner or in the firm name by an attorney-in-fact.
- B. Responses signed by an attorney-in-fact, will include a Power of Attorney evidencing the authority to sign response, dated and executed by all partners in the firm.
- C. Responses from a corporation will have the correct legal corporate name and the signature of an authorized officer of the corporation.
- D. The title of office held by the person signing for the corporation will appear below the signature of the officer.
- E. Responses from an individual doing business under a firm or fictitious name will be signed in the same name of the individual doing business under the proper firm name.
- F. Joint venture responses will be signed by all members or by a member of the joint venture if there is attached to the response a copy of the joint venture agreement evidencing that the response is signed by the member with authority to bind the joint venture.

E.5 RESPONSE ACCEPTANCE PERIOD

- A. All responses will be valid for 120 days after the solicitation opening date and will constitute an irrevocable response to TMD for the 120-day period.
- B. Such period may be extended beyond the 120 days upon mutual written agreement of both parties.

E.6 CONTRACT AWARD

- A. TMD may award one (1) Contract resulting from this solicitation to the responsible Bidder, whose response, is lowest price meeting specifications.
- B. A purchase order mailed or otherwise furnished to successful Bidder(s) within the time for acceptance specified in the response will result in a binding Contract without further action by either party.

E.7 TMD'S RIGHTS

- A. TMD reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- B. TMD may:
 1. reject any or all responses if such action is in the public interest;
 2. accept other than the lowest priced response; and
 3. waive minor informalities and minor irregularities in responses received.
- C. Waiver of deviations in any response will not constitute a modification of this solicitation and will not preclude TMD from asserting all rights against the Bidder for failure to fully comply with all terms and conditions of this solicitation. Copyrighted responses are unacceptable and are subject to disqualification as non-responsive. TMD reserves the right to make any corrections or include additional requirements in the resulting Contract prior to issuance which are necessary for TMD's compliance, as an agency of the State of Texas, with all state and federal requirements. TMD reserves the right to disqualify any response which asserts any copyright on any TMD-created form which is specifically designated by this solicitation to be a form that will be completed and included in a response submitted in response to this solicitation.
- D. TMD reserves the right to reject any one (1) response or all responses or portions of responses submitted in response to this solicitation.
- E. The submission of a response has the effect of waiving proprietary rights or confidentiality.
- F. All responses and any content provided by the Bidder are considered the property of TMD for use for the life of any resulting Contract as determined by TMD with respect to the scope of the project.
- G. TMD is not liable for any costs or damages that may be incurred by Bidders or prospective contractors in the preparation, formulation, or presentation of a response.

- H. In case of ambiguity or lack of clarity, TMD may adopt such interpretations as may be advantageous to TMD.
- I. TMD reserves the right to withdraw this solicitation at any time for any reason.
- J. TMD reserves the right to award no Contract and to solicit additional responses at a later time.
- K. TMD incurs no obligation regarding this solicitation unless and until a Contract is fully executed by the parties. However, all responses received by TMD will remain confidential until the evaluation process is complete.
- L. TMD will not hold a public bid opening event.

E.8 RESPONSE SUBMISSION INSTRUCTIONS

E.8.1 Volume One – Contract Forms and Required Response Information

This section will contain the following completed contract forms with original signatures, where applicable:

- A. Solicitation, Page 1 (with amendment(s) noted on this page or signed amendment(s) attached to this form);
- B. The name and address of Bidder's insurance carrier(s), along with a statement of liability from the carrier(s) issuing the policies saying that such policies are available to Bidder. For the purpose of responding to this solicitation, Bidder will not be required to purchase insurance, but must show the ability to provide such insurance as specified in the section entitled "Insurance Requirements," if Bidder's response is selected.
- C. A Redacted Solicitation and Contract response if applicable;
- D. Exhibit G.4, Direct Deposit Authorization Form, completed if choosing direct deposit as a possible payment option;
- E. Exhibit G.3, Application for Texas Identification Number;
- F. Documentation from the appropriate state entity that indicates that Bidder is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Account Status from the Comptroller of Public Accounts); and

E.8.2 Volume Two – Information Section

- A. Cover Page: List name and address of Bidder, date of response, solicitation identifier, and signature of authorized official.
- B. Information Sheet: Including all information required of Bidder and any subcontractors.
 1. Name and address (including telephone number) of Bidder and all subcontractors.
 2. Business form of Bidder and its subcontractors (e.g., corporation, partnership).
 3. Date and state of incorporation.

4. Names and addresses of principal officers, directors, or partners.
- C. The Bidder must specifically address, within its response, the following requests for information as detailed throughout this solicitation. TMD has endeavored to include a complete listing of such submittal requests; however, in the event TMD omitted a requirement, Bidder is responsible for ensuring that all such information is included within its response.
 1. B.4 Pricing Schedule
 2. C.4 Insurance
 3. All required submittals under Section E.8.1, Contract Forms and Required response Information and Section E.8.2, Information Section.
- D. **Exceptions. No exceptions should be included in response.** Bids received that take any exceptions to this solicitation will be disqualified and deemed non-responsive to the solicitation and TMD will remove the bid from further consideration.

E.8.3 Volume Three – Cost and Pricing Response

Bidder must provide updated pricing schedules in the exact format noted in Section B.4 of this solicitation.

E.9 DISCUSSION AND CORRESPONDENCE

- A. All communications and questions concerning this solicitation, including any of a technical nature, will be made in writing only to:

Brent Morgan, CTCD, CTCM, Contract Administrator
TMD
Procurement and Contract Services
Procurement@military.texas.gov
- B. Written responses to the questions will then be provided to all parties requesting copies of this solicitation through TMD's Procurement and Contract Services.
- C. Bidder should rely only on the written information provided in this manner. Bidder is specifically cautioned against relying on any oral information.
- D. All Bidders are specifically barred from making contact with any TMD personnel involved in this solicitation for the purpose of discussing its responses.
- E. Bidder may; however, seek clarifications of the solicitation through the written process described above.
- F. Bidder is reminded that 6/16/2025 at 2:00 P.M. Central Time is the last day to submit written questions for clarification by TMD.
- G. Unauthorized contacts with TMD personnel by any Bidder may result in Bidder's response being rejected in its entirety.

E.10 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT

TMD is a governmental body subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552. The response and other information submitted to TMD by Bidder are subject to release as public information by TMD. The response and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies.

If it is necessary for Bidder to include proprietary or otherwise confidential information in its response or other submitted information, Bidder must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire response is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire response subject to release under the PIA.

In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the response that are considered by Bidder to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by Bidder as proprietary or confidential will be deemed subject to disclosure under the PIA. Bidder will irrevocably deemed to have waived, and Bidder agrees to fully indemnify the State of Texas and TMD against any claim of infringement by TMD regarding the intellectual property rights of Bidder or any third party for any materials appearing in the response.

If Bidder's response contains any information which Bidder claims is confidential and not subject to release under the PIA, Bidder must prepare and deliver two (2) emails containing the following information:

- A. One (1) email containing complete copies of all of Bidder's submissions under this solicitation. Bidder must subject this email as "TMD25-ESS-0040210 – Bid Response – Vendor Name – CONTAINS CONFIDENTIAL INFORMATION".
- B. One (1) email containing copies of all of the Bidder's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This email must also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. Bidder must subject this email as "TMD25-ESS-0040210 – Bid Response – Vendor Name – For Public Release: Redacted Version".

E.11 AGENCY POSTING OF CONTRACTS

After award, information, documentation, and other material in connection with this solicitation or the Contract may be subject to public disclosure under the Public Information Act.

Without prior written notice to Bidder, the redacted response may be posted on TMD's website as part of this Contract per Texas Government Code § 2261.253(a).

SECTION F—EVALUATION CRITERIA

TMD will evaluate responses in accordance with the best value standard in Texas Government Code § 2156.007.

TMD reserves the right to conduct studies and other investigations as necessary to evaluate any bid.

TMD, in its sole discretion, may amend or modify any provisions of the solicitation, or withdraw this solicitation at any time prior to award of a contract. TMD reserves the right, in its sole discretion, to reject any or all responses, or to select one (1) or more qualified Bidders to this solicitation without notification with the respective Bidders.

The decision of TMD, or its designee with regard to the above, shall be administratively final. TMD, in its sole discretion, may waive administrative deficiencies and/or minor technicalities in Bids received.

TMD will not disclose any information regarding sealed IFBs to the public prior to Contract award.

Under the Freedom of Information Act (FOIA), Texas Public Information Act (TPIA)/Open Records, and Privacy Act (PA) may request Bids and information, after award, to the TMD at:

By mail to: Texas Military Department
ATTN: Office of the General Counsel, JFTX-GC (FOIA Officer)
P.O.Box 5218
Austin, TX 78763-5218

By email to: nq.tx.txarng.mbx.freedom-of-information-act@army.mil

By fax to: 512-782-6988 (ATTN: FOIA Officer)

If you need a special accommodation pursuant to the Americans with Disabilities Act (ADA) requirements, please contact our ADA Coordinator, at 512-782-3831 or benefits@military.texas.gov.

Past Performance: A Bidder's past performance will be measured on pass/fail criteria, in compliance with applicable provisions of Texas Government Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. The following examples of poor past performance may affect a potential Contact award and will be considered during evaluation of Bids:

- A score of less than a C in the Vendor Performance Tracking System;
- Currently under a Corrective Action Plan through the Comptroller of Public Accounts (CPA) or TMD;
- Repeated negative Vendor Performance Reports for the same stated reason;
- A record of repeated non-responsiveness to Vendor Performance issues; or
- Cancellation of purchase orders in the previous 12 months for non-performance, such as late delivery.

Contractor performance information is located on CPA's website at:

<https://www.txsmartbuy.gov/vpts>.

TMD may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System, TMD may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TMD may initiate such examinations of vendor performance based upon media reports. Any such investigations will be at the sole discretion of TMD, and any negative findings, as determined by TMD, may result in non-award to Bidder.

SECTION G—LIST OF EXHIBITS

By number and title

- G.1 Standard Terms and Conditions
- G.2 Mandatory Pricing Sheet
- G.3 Application for Texas Identification Number
- G.4 Direct Deposit Authorization Form