

**TEXAS MILITARY DEPARTMENT
SOLICITATION**

NIGP CODES 340-28 - Fire Extinguishers, Rechargers, and Parts 936-09 Alarm Equipment, Fire, etc. Maintenance and Repair 936-33 Fire Protection Equipment and Systems Including Fire Hydrants, Fire Sprinkler Systems, Smoke Detectors, Jaws of Life, Fire Protection Material Treatment, Firestop and Fire Barriers, etc. Inspection, Maintenance and Repair	SOLICITATION NO. TMD26-FMO-0044548	TYPE OF SOLICITATION INVITATION FOR BID (IFB)	DATED ISSUED 06/18/2026
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INVITATION FOR BIDS (IFB) - Fire Alarm, Protection Equipment, Inspections and Repair, Replacement, El Paso

Respondent must submit email responses no later than 2:00 P.M. local time on 07/17/2026 to the following address. Texas Military Department (TMD) Procurement and Contract Services (P&CS) Email: Procurement@military.texas.gov Attention: TMD26-FMO-0044548	FOR INFORMATION CONTACT: Susannah Jones Contract Specialist, CTCD, CTCM Contract Administrator PHONE: 512-782-3826 EMAIL: Procurement@military.texas.gov
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RESPONSE (Respondent must fully complete)

DISCOUNT FOR PROMPT PAYMENT:	10 DAYS %	20 DAYS %	30 DAYS %	___ DAYS %
ACKNOWLEDGMENT OF ADDENDA: Respondent acknowledges receipt of solicitation addenda and related documents numbered and dated:	ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
NAME AND ADDRESS OF Respondent				
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, Respondent 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 Respondent for making false statements, including disqualifying the Respondent's response, immediately cancelling any Contract awarded to Vendor, or recommending State of Texas debarment.

This solicitation must be in accordance with the attached Texas Military Department (TMD) Standard Terms and Conditions Revision 7 (Attachment G.1). Unit prices must govern in the event of extension errors.

TERM, PRICING, and FUNDING

The initial contract term is effective on the effective date stated in the notice of award (or purchase order if there is no notice of award) and expires one (1) year from that effective date.

TMD will not allow changes after Date of Award to terms or pricing during either the initial term of the Contract or any optional renewal period. 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

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

Date	Time CST	Event
06/18/2026		Solicitation Posted to ESBD.
07/07/2026	9:00 A.M - 10:00 A.M.	<p>Mandatory site visits. Texas Military Department, Fort Bliss, 11701 Montana Avenue, El Paso, Texas 79936.</p> <p>*** The TMD Fire Marshal (Section C.6.2) will meet all Respondents at the main entrance at 11701 Montana Avenue, El Paso, Texas 79936 at 9:00 A.M. ***</p> <p>Failure to attend one (1) of the site visits will result in disqualification of the response. State issued identification (i.e. Driver's License) is required to access the site.</p>
07/08/2026	9:00 A.M - 10:00 A.M.	<p>Mandatory site visits. Texas Military Department, Fort Bliss, located at 11701 Montana Avenue, El Paso, Texas 79936.</p> <p>*** The TMD Fire Marshal (Section C.6.2) will meet all Respondents at the main entrance at 11701 Montana Avenue, El Paso, Texas 79936 at 9:00 A.M. ***</p> <p>Failure to attend one (1) of the site visits will result in disqualification of the response. State issued identification (i.e. Driver's License) is required to access the site.</p>
07/10/2026	2:00 P.M.	Last day to submit written questions for clarification to TMD.
07/13/2026		Estimated date for TMD to post responses to Question and Answer (Q&A) document to ESBD.
07/17/2026	2:00 P.M.	Deadline for TMD to receive Bids.

TABLE OF CONTENTS

SECTION A—DEFINITIONS	5
SECTION B—SERVICES AND PRICES.....	6
B.1 PRICING REQUIREMENTS	6
B.2 INVOICE REQUIREMENTS	7
B.3 PAYMENTS	7
B.3.1 Billing and Payment.....	8
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
SECTION C - SPECIFICATIONS	11
C.1 INTRODUCTION	11
C.2 STATEMENT OF WORK AND SPECIFICATIONS.....	11
C.2.1 Statement of Work (SOW)	11
C.2.2 General and Regulatory Requirements.....	12
C.3 INSPECTIONS.....	14
C.4 DELIVERABLES	14
C.5 ACCEPTANCE CRITERIA	15
C.6 TMD PERSONNEL	15
C.6.1. TMD's Contract Administrator	15
C.6.2 TMD's Fire Marshal	15
C.7 INSURANCE REQUIRED UNDER THE CONTRACT.....	17
C.8 BONDS REQUIRED UNDER THE CONTRACT	18
C.9 SERVICE CALL RESPONSE TIME	19
C.10 WARRANTY AND WARRANTY CALL RESPONSE TIME	19
SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA.....	20
SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENT'S.....	21
E.1 RESPONSE PREPARATION INSTRUCTIONS.....	21
E.2 AMENDMENTS TO THE SOLICITATION.....	21
E.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES	22

E.4	SIGNATURES ON RESPONSE SUBMITTED	22
E.5	RESPONSE ACCEPTANCE PERIOD	23
E.6	CONTRACT AWARD	23
E.7	TMD's RIGHTS.....	23
E.8	RESPONSE SUBMISSION INSTRUCTIONS	24
E.8.1	Volume One – Contract Forms and Required Response Information	24
E.8.2	Volume Two – Information Section	25
E.8.3	Volume Three – Cost and Pricing Response.....	26
E.9	DISCUSSION AND CORRESPONDENCE	26
E.10	SUBMISSIONS SUBJECT TO THE Texas public information act	26
E.11	AGENCY POSTING OF CONTRACTS	27
E.12	ANTICIPATED SCHEDULE OF EVENTS.....	27
E.13	SITE VISTS.....	27
	SECTION F—EVALUATION CRITERIA	29
	SECTION G - LIST OF ATTACHMENTS	31
	BY NUMBER AND TITLE.....	31

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 Respondent’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.

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

“Business Hours” means 7:00 a.m. to 4:00 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 “Respondent” and “Vendor.”

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

“Days” means calendar days unless otherwise specified.

“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.

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

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

“Turn-Key” means of or involving the provision of a complete product or service that is ready for immediate use.

“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

Pricing Instructions

- A. TMD seeks and Contractor will provide the commodities or services described in Section C, Statement of Work on a no minimum, as needed, as requested basis. Pricing is firm fixed price for the commodities and services requested and authorized by TMD as provided under the Contract. Respondent must price the response on this basis.
- B. Contractor must deliver and provide the commodities and services 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 services.
- C. Respondent must submit a response that includes all costs, fees, licenses, and expenses for Contractor's delivery of the commodities and services 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 Respondent 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 Respondent 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 (Attachment G.2).

B. Regardless as to whether Direct Deposit is chosen, Respondent must submit a completed Application for Texas Identification Number (Attachment G.3) to the following address:

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

Reference: Contractor Set-up for Solicitation TMD26-FMO-0044548

Notes: Contact Susannah Jones when completed 512-782-3826 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

Contract Term Pricing

The Respondent must submit its bid price within the Mandatory Pricing Schedule located in Attachment G.7, replicating, as necessary, in its exact format.

Bid price must be submitted on the Mandatory Pricing Schedule, Attachment G.5 and provide a detailed cost breakdown. Respondents 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 Respondent 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.

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SECTION C – STATEMENT OF WORK

C.1 INTRODUCTION

The Texas Military Department (TMD) is seeking competitive bids from highly qualified Contractors for Fire Protection Equipment, Systems, Maintenance, Repairs and Replacements, including fire sprinkler branch lines, repair of fire pump, repair of accordion and rolling fire doors, fire hydrants and annual inspections located at Fort Bliss, 11701 Montana Avenue, El Paso, Texas 79936.

C.2 STATEMENT OF WORK AND SPECIFICATIONS

Contractor must complete these services within 90 business days (start to finish) from the time the Contract is awarded.

Work Hours: 7:00 a.m. - 4:00 p.m. Central Standard Time.

Contractor may work beyond these hours, including holidays and weekends, if coordinated with the TMD Fire Marshal, Tim Leek (Section C.6.2).

C.2.1 Statement of Work (SOW)

Contractor must provide all labor, materials, tools, equipment, delivery, supervision, incidentals, installation, transportation and personnel to safely and effectively perform and complete the work outlined in the Statement of Work and Specifications (Section C.2).

A. Annual Fire Inspections:

1. Contractor must conduct an annual sprinkler system inspection on nine (9) risers.
2. Contractor must conduct an annual inspection on each of the following:
 - a. One (1) fire pump;
 - b. One (1) flow testing including one (1) controller; and
 - c. One (1) jockey pump.
3. Contractor must conduct an annual inspection at two (2) hazmat buildings, number 6993, on the following equipment:
 - a. Two (2) suppression systems with a total of 16 links (eight (8) links per system).
 - b. Six (6) Kidde Industrial (IND)-45 tanks;
 - c. One (1) Kidde Industrial (IND)-25 tank; and
 - d. Note: Tanks were replaced in 2023.
4. Contractor must inspect one (1) Wilkins Reduced Pressure Detector Assembly (RPDA) 10-inch back flow (model 375DA, serial number 6244.0).
5. Contractor must conduct inspections on two (2) Ansul R102 kitchen suppression systems with six (6) links.
6. Contractor must conduct an inspection on the sprinkler system internal pipe, per National Fire Protection Association (NFPA) fire codes 25 (Inspection, Testing, and Maintenance (ITM) of Water-Based Fire Protection Systems) and 72 (design, installation, inspection, testing, and maintenance of fire alarm and emergency communication systems).

B. Fire Extinguisher Replacements:

1. Contractor must remove and replace quantity 52, 5-pound fire extinguishers.
2. Contractor must remove and replace quantity 34, 20-pound fire extinguishers.
3. Contractor must remove and replace quantity two (2) Class K fire extinguishers.

C. Fire Alarm and Fire Protection Equipment:

1. Contractor must replace the packing on the Sigmund Pulsometer Pumps (SPP) electric fire pump. Serial number USF-01-09-1242.
2. Contractor must remove two (2) Kennedy 173-5 1/4, 200 CWP fire hydrants and replace with two (2) Kennedy 173-5 1/4, 200 CWP fire hydrants.
3. Contractor must complete the hydro testing on the Fire Department Connection (FDC).
4. Contractor must evaluate two (2) accordion doors and determine why the doors do not work and fix the doors by repair. The doors do not open on fire alarm activation.
5. Contractor must evaluate 15 rolling fire doors that cover windows located on the second floor and determine why the doors do not work and fix the doors by repair.
6. Contractor must evaluate six (6) rolling fire doors that cover entrances to six (6) bays and determine why the doors do not work and fix the doors by repair.
7. Contractor must evaluate three (3) rolling fire doors in the assembly hall and determine why the doors do not work and fix the doors by repair.
8. Contractor must determine at the site visit why the accordion and rolling fire doors do not work and submit a bid based on the repair only.

C.2.2 General and Regulatory Requirements

A. CODES AND STANDARDS

All work shall comply with applicable federal, state, and local codes and standards, including but not limited to:

- Occupational Safety and Health Administration (OSHA) regulations.
- Environmental Protection Agency (EPA) requirements.
- National Fire Protection Association (NFPA) codes.
- National Electrical Code (NEC).

B. Contractor must perform all work (inspections and repairs and/or replacement) in strict accordance with all current fire and life safety codes, applicable statutes, ordinances, codes, and regulations of federal, state and local authorities having jurisdiction in effect.

1. National Fire Protection Association (NFPA) Codes 80 and 101.
 - a. NFPA 80, the standard for Fire Doors and Other Opening Protectives, offers comprehensive provisions for installing, inspecting, testing, and maintaining these life-saving fire protection systems.
 - b. NFPA 101, the standard in determining the building type and group related to fire protection.
2. National Fire Protection Association (NFPA), fire codes 72, 70 and 90A which covers inspection, installation, and standards for fire alarm systems.
3. National Fire Protection Association (NFPA), fire codes 25 and 13 which covers inspections of life safety equipment.

C. Contractor must ensure that all services are performed by technicians who are properly licensed in accordance with the State of Texas requirements.

- D. Contractor must comply and provide all established standards for Occupational Safety and Health Administration (OSHA).
- E. Contractor must wear OSHA-approved personal protective equipment (PPE) to protect themselves from electrical and fire hazards.
- F. Contractor must provide all applicable licenses and insurance at the time the Bid is submitted.
Required:
 - a. National Fire Protection Association (NFPA) License;
 - b. State of Texas License; and
 - c. City of El Paso backflow registration.
- G. Contractor must perform a pre-work walk-through of job site with the TMD Fire Marshal) to verify current conditions before any work begins.
- H. Contractor must coordinate work area access with the TMD Fire Marshal to avoid conflict before work begins each day.
- I. Contractor must check in and out daily with the TMD Fire Marshal.
- J. Contractor must schedule all work through the TMD Fire Marshal.
- K. Conducting annual tests, Contractor must provide at a minimum two (2) person team upon one (1) must hold a valid fire alarm license.
- L. Contractor must disable device notification functions in the fire alarm programming to facilitate testing and eliminate tenant disturbance but must not leave any portion of the systems disabled upon completion of testing.
- M. Photographs during the pre-work walk-through will only be permitted with pre-approval from the TMD Fire Marshal.
- N. Contractor must submit all Statement of Work and Specification questions in writing to the TMD Fire Marshal after awarded and work begins.
- O. Services must be performed with minimal interruption to the building. Contractor will coordinate with TMD Fire Marshal prior to disrupting operations.
- P. Contractor must maintain a clean and safe work environment at all times.
- Q. Contractor must provide daily clean up and dispose of all debris related to, but not necessarily identified, upon completion of all work covered in the Statement of Work and Specifications.
- R. Contractor must ensure that all parts, items, oil and waste products and debris that require disposal, are removed from the TMD site and are disposed of in accordance with all federal, state, and local laws, rules, and regulations.

- S. Contractor must ensure all rules, laws, and regulations are followed when transporting and disposing of any items generated from the Statement of Work and Specifications.
- T. Contractor must notify the TMD Fire Marshal of repairs that are not covered in the Statement of Work and Specifications that are necessary for the completion of the services outlined in the Statement of Work and Specifications.
- U. Contractor must receive preapproval in writing on all material submittals by the TMD Fire Marshal.
- V. TMD is not responsible for any additional work the Contractor completes that is outside of the Specifications and Statement of Work or has not been approved by the Contract Administrator (C.6.1) in the form of a purchase order change notice.
- W. Contractor must repair any damage caused by any work provided in the performance of the Statement of Work and Specification at the expense of Contractor.
- X. Contractor must ensure that TMD has first rights to any salvageable materials.
- Y. Contractor must immediately report in writing to the TMD Fire Marshal any defects that become evident as work progresses and not conceal any defects.
- Z. TMD Fire Marshal must inspect all work and provide a list of deficiencies (punch list) to the Contractor that must remedy within 10 business days prior to any payments made.
- AA. Contractor must notify the TMD Fire Marshal in writing, when the Contractor is ready for a final inspection. The TMD Fire Marshal will verify all work is completed.

C.3 INSPECTIONS

- A. TMD Fire Marshal (Section C.6.2) will conduct final inspections to verify the following:
 - a. The work is in compliance with the Statement of Work and Specifications (Sections C.2);
 - b. Will verify the job is complete;
 - c. Site is clean; and
 - d. Everything is operational prior to issuing payments to the Contractor.
- B. Inspections will be done by the TMD Fire Marshal and may be conducted at any time, prior to payments to the Contractor.

C.4 DELIVERABLES

Contractor must provide and include all labor, materials, equipment, tools, supervision, incidentals and transportation to perform all services required to successfully complete the services outlined in the Statement of Work and Specifications (Sections C.2).

Deliverables will be FOB delivery to:
 Texas Military Department – Fort Bliss
 11701 Montana Avenue
 El Paso, Texas 79936

C.5 ACCEPTANCE CRITERIA

In determining the best value, TMD shall consider the following best value factors:

- A. Price of the item, to include total cost of ownership, such as, but not limited to, installation costs, life cycle costs, and warranty provisions.
- B. Compliance with the stated specifications coupled with the quality and reliability of the goods and services, such as, but not limited to, fitness for use that meets or exceeds Customers expectations and the characteristics of the product or service that bear on its ability to meet the stated/implied needs.
- C. Delivery timeframe from receipt of purchase order, after receipt of order (ARO).
- D. Indicators of probable performance under the Contract to include but not limited to past vendor performance; financial resources; ability, capacity, and skill to perform the Contract or provide the serviced required; experience or demonstrated capability and responsibility; references; and the vendor's ability to provide reliable maintenance agreements and support.
- E. Other relevant factors, such as, but not limited to, the vendor's ability to comply with laws relating to the goods or services, the vendor's anticipated economic impact to the State or a subdivision of the State, including potential tax revenue and employment, the effect of a purchase on agency productivity, and the cost of any employee training associated with the purchase.

C.6 TMD PERSONNEL

C.6.1. TMD's Contract Administrator

- A. The Contract Administrator for administration of the Contract is Susannah Jones.
- B. The telephone number for the Contract Administrator is 512-782-3826.
- 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.6.2 TMD's Fire Marshal

- A. The Fire Marshal for the Contract is Tim Leek.
- B. The telephone number for the Fire Marshal is 512-909-3169.
- C. The email address is tim.e.leek.nfg@cfmo.mil.state.texas.gov.

TMD's Fire Marshal for the Contract is responsible for the overall management and coordination of the Contract and will act as the central point of contact for TMD. The Fire Marshal has full authority to act for TMD in the performance of any project connected to

the Contract. The Fire Marshal or a designated representative will meet with Contractor's Fire Marshal to discuss problems as they occur.

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C.7 INSURANCE REQUIRED UNDER THE CONTRACT

In its response, Respondent 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. Respondent should also describe other insurance coverage maintained by Respondent 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>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence
<i>Commercial Crime</i>	\$50,000 Each Occurrence

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 Respondent 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.8 BONDS REQUIRED UNDER THE CONTRACT

Bonds will be required from Contractor before commencing any work as follows:

- A. For a contract in excess of \$100,000.00 a performance bond will be executed in the amount of the contract conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond will be solely for the protection of the state.
- B. For a contract in excess of \$25,000.00 a payment bond will be executed in the amount of the contract, solely for the protection of all claimants supplying labor and material.
- C. Any bids submitted will include the cost of any applicable bond. Costs will be included in the base Bid and will not be itemized separately.

If a bond is required, Respondent will be notified by mail. The bond must be received by TMD within ten calendar days and must reference the solicitation number. A purchase order will not be issued until the bond is received and no work will begin until Contractor is notified.

C.9 SERVICE CALL RESPONSE TIME

Response time will vary dependent upon the complexity and/or location of the service. After receiving a call for service, Contractor must have a technician on-site within the specified time requirements for the following types of service calls:

- a) **SERVICE CALLS DURING REGULAR WORK HOURS (7:00 a.m. to 4:00 p.m.):** Within 24 hours of notification.
- b) **SERVICE CALLS OUTSIDE REGULAR HOURS:** Within 24 hours of notification.
- c) **EMERGENCY SERVICE CALLS DURING REGULAR WORK HOUR (7:00 a.m. to 4:00 p.m.):** Response time to emergency callbacks during regular business hours will be within 24 hours. TMD will identify emergency calls at time of notification.
- d) **EMERGENCY SERVICE CALLS OUTSIDE REGULAR HOURS:** Within 24 hours of notification. An emergency call will be identified as any conditions that can potentially impact the health, safety and welfare of TMD' employees and the public. TMD will identify emergency calls at time of notification.

C.10 WARRANTY AND WARRANTY CALL RESPONSE TIME

TMD requires Contractor to respond to any warranty call concerning this project within a 24-hour time period. For any warranty call issued, Contractor will have 14 business days to replace defective products after receipt of notification by TMD that a warranty issue exists.

Contractor must warranty all workmanship on all materials and labor for a period of one (1) year beginning with the date of completion or manufacturer's standard warranty on equipment whichever is longer.

Contractor must provide, in writing, to the TMD Fire Marshal with a list of all of the manufacturer's warranties on the replacement parts and manufacture's paperwork.

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	Within five (5) business days of Notice of Award	Insurance Requirements	IFB, Section C.7	Contract Administrator at Procurement@military.texas.gov .
Other	Upon Completion	Invoicing – Specific to the Contract	IFB Section B.2	Payables@military.texas.gov with a copy to Fire Marshal (Section C.6.2).

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SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENT’S

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 Respondent’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, paginated, contain a full table of contents, and have component sections clearly identified bookmarks.
- B. 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
Attention: Susannah Jones, CTCD, CTCM
Solicitation No. TMD26-FMO-0044548
- C. Respondent must demonstrate that Respondent’s operations conform to applicable TMD, state, and federal policies and standards.
- D. Respondent must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Respondent’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. Respondents must acknowledge receipt of all amendments 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. Respondents must submit the acknowledgement to TMD by the time specified for receipt of responses.

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

E.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES

- A. Any response received after the specified date and time will not be considered.
- B. Responses cannot be altered, amended or modified by email, fax or otherwise after closing date and time.
- C. Alterations made before closing time will be initialed by Respondent or its authorized representative.
- D. No responses can be withdrawn after closing date and time without approval by TMD. Should a Respondent, after closing time, request its response be withdrawn, the request must be made in writing.
- E. 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 Respondent's responsibility to ensure that it submits, and that TMD receives, its complete response timely. TMD recommends that Respondent submit their complete response well in advance of the due date and time stated on the first page of this solicitation.
- F. 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 Respondent, whose response, is lowest price meeting specifications.
- B. A purchase order furnished to successful Respondent(s) within the time for acceptance specified in the response will result in a binding Contract without further action by either party.
- C. A Purchase Order shall be established in accordance with the specifications, terms and conditions referenced in IFB TMD26-FMO-0044548 Fire Alarm, Protection Equipment Repair/Replacement and Inspections, El Paso. The following documents shall be incorporated and made a part of this order and in the following order of precedence:
 - a. TMD Purchase Order;
 - b. TMD IFB TMD26-FMO-0044548 Fire Alarm, Protection Equipment Repair/Replacement and Inspections, El Paso; and
 - c. Vendor's Response to IFB TMD26-FMO-0044548 Fire Alarm, Protection Equipment Repair/Replacement and Inspections, El Paso.
- D. The Contract shall consist of the Notice of Award; this Solicitation, including addenda; and the Response, including clarifications submitted at the request of CPA. In the event of any conflict or contradiction between or amongst these documents, the Notice of Award, as modified by any Contract Amendments, controls over the Solicitation and the Response. The Solicitation, as modified by any Addenda, controls over the Response.

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 Respondent 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 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 Respondent are considered the property of TMD for use for the life of any resulting Contract as determined by TMD with respect to the Statement of Work of the project.
- G. TMD is not liable for any costs or damages that may be incurred by Respondents 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 sections (on original 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. Information and Certifications Form;
- C. The name and address of Respondent's insurance carrier(s), along with a statement of liability from the carrier(s) issuing the policies saying that such policies are available to Respondent. 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 Respondent's response is selected.
- D. A Redacted Solicitation and Contract response if applicable;

- E. Attachment G.2, Direct Deposit Authorization Form, completed if choosing direct deposit as a possible payment option;
- F. Attachment G.3, Application for Texas Identification Number;
- G. Documentation from the appropriate state entity that indicates that Respondent 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 Respondent, date of response, solicitation identifier, and signature of authorized official.
- B. Information Sheet: Including all information required of Respondent and any subcontractors.
 - 1. Name and address (including telephone number) of Respondent and all subcontractors.
 - 2. Business form of Respondent and its subcontractors (e.g., corporation, partnership).
 - 3. Date and state of incorporation.
 - 4. Names and addresses of principal officers, directors, or partners.
- C. Respondents must identify and submit References (Verification of Experience), a minimum of three (3) past or current projects of similar size and complexity performed within the past five (5) years. Respondents must provide, at a minimum, the contact's name, email address, phone number, and title for each reference provided. Additionally, Respondent must provide project begin and end dates, brief descriptions of deliverables, overall costs, and Statement of Work performed. References must be submitted with the Bid response.
- D. Respondents must identify and submit References (Verification of Experience), a minimum of three (3) past or current projects of similar size and complexity performed within the past five (5) years. Respondents must provide, at a minimum, the contact's name, email address, phone number, and title for each reference provided. Additionally, Respondent must provide project begin and end dates, brief descriptions of deliverables, overall costs, and Statement of Work performed.
- E. Organizational, biographical, and Financial Rating and solvency information for the Bidder and all third-party / subcontractors proposed to fulfill service requirements.
- F. The Respondent 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, Respondent is responsible for ensuring that all such information is included within its response.
 - 1. C.7 Insurance
 - 2. C.8 Bonds
 - 3. G.7 Mandatory Pricing Schedule
 - 4. All required submittals under Section E.8.1, Contract Forms and Required response Information and Section E.8.2, Information Section.

- G. **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

Respondents 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:

Susannah Jones, CTCD, CTCM, Contract Administrator
TMD Procurement and Contract Services
Email: 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. Respondents should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.
- D. All Respondents are specifically barred from making contact with any TMD personnel involved in this solicitation for the purpose of discussing its responses.
- E. Respondents may; however, seek clarifications of the solicitation through the written process described above.
- F. Respondent is reminded that 07/10/2026 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 Respondent 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 Respondent to include proprietary or otherwise confidential information in its response or other submitted information, Respondent 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 Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by Respondent as proprietary or confidential will be deemed subject to disclosure under the PIA. Respondent will irrevocably be deemed to have waived, and Respondent agrees to fully indemnify the State of Texas and TMD against any claim of infringement by TMD regarding the intellectual property rights of Respondent or any third party for any materials appearing in the response.

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 Respondent, the redacted response may be posted on TMD's website as part of the Contract per Texas Government Code §2261.253(a).

E.12 ANTICIPATED SCHEDULE OF EVENTS

TMD currently anticipates that the selection of successful Respondent and award of the Contract, if any, will proceed according to the anticipated schedule of event (on Page 2 of this solicitation).

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: <http://www.txsmartbuy.com/sp>. Respondent should check the ESBD frequently for updates. Respondent is solely responsible for verifying receipt of its questions, if applicable, and responding by the deadlines stated. A Respondent's failure to periodically check the ESBD for updates will in no way release the awarded 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. Respondent is solely responsible for verifying TMD's timely receipt of its questions by the stated deadlines.

E.13 SITE VISITS

Two (2) mandatory site visits must be held at Texas Military Department at Fort Bliss, 11701 Montana Avenue, El Paso, Texas 79936. These site visits will be held from 9:00 A.M to 10:00 A.M. on 07/07/2026 and from 9:00 A.M. to 10:00 A.M. on 07/08/2026. Contractors may contact the TMD Fire Marshal (Section C.6.2) by phone for site visit information only. The purpose of the site visits is to answer any questions regarding completing and submitting the bid. There will be no technical questions answered at this Site Visit. All questions must be submitted in writing according to the above schedule.

Note: Contractors will be required to attend a minimum of (1) site visit to be eligible for award.
Contractors may attend both site visits to gain a clearer understanding of the requirements of this project.

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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 Respondent's to this solicitation without notification with the respective Respondent's.

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 this IFB 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: ng.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 benefits@military.texas.gov or 512-782-1012.

Vendor Performance Data: TMD will consider a Respondent's past performance in compliance with applicable provisions of TGC §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125 of the Government Code. The following examples indicate poor vendor past performance may affect a potential Contract 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:
<http://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 Respondent.

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SECTION G - LIST OF ATTACHMENTS

By number and title

- G.1 TMD Terms and Conditions Revision 7
- G.2 Direct Deposit Authorization Form
- G.3 Application for Texas Identification Number
- G.4 El Paso Pump and Hydrant Repairs Pictures
- G.5 El Paso Rolling Fire Doors Pictures
- G.6 El Paso Armed Forces Reserve Center Inspection Pictures
- G.7 Mandatory Pricing Schedule