

**TEXAS MILITARY DEPARTMENT OF THE STATE OF TEXAS  
SOLICITATION**

<b>CONTRACT NO.</b>	<b>SOLICITATION NO.</b> TMD23-FMO-0026972	<b>TYPE OF SOLICITATION</b> INVITATION FOR BID (IFB)	<b>DATE ISSUED</b> 09/20/2022
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**INVITATION FOR BIDS (IFB) Fort Bliss AFRC Air Handler Condenser Coil Replacement**

<p>Bidder must submit electronic responses no later than 2:00 P.M. local time on 10/17/2022 to the following email address:</p> <p>Texas Military Department (TMD) Procurement and Contract Services (P&amp;CS) <a href="mailto:Procurement@military.texas.gov">Procurement@military.texas.gov</a></p>	<p>FOR INFORMATION CONTACT:</p> <p>Reginald A. Hall Contract Administrator PHONE: (512) 782-3722 EMAIL: <a href="mailto:Reginald.Hall@military.texas.gov">Reginald.Hall@military.texas.gov</a></p>
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**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 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.

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## SECTION A—DEFINITIONS

The following terms and acronyms used in the Contract 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 Gov’t 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 Fort Bliss Air Force Readiness Center (AFRC) Condenser Coil Replacement requested and authorized by TMD as provided under the Contract. Bidder must price the response on this basis.
- B. Contractor must deliver and provide Fort Bliss AFRC Condenser Coil Replacement in compliance with all requirements of the Contract with such payment to be processed by TMD after TMD's receipt and acceptance of the Fort Bliss ARFC Coil Replacement.
- C. Bidder must submit a response that include all costs, fees, licenses, and expenses for Contractor's delivery of the Fort Bliss AFRC condenser Coil Replacement repair 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 based on 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 Gov't 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 OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or 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](mailto:payables@military.texas.gov) and to the Contract Monitor (if applicable).

An original, hard-copy invoice, if required by Contractor, 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 email 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.5).

B. Regardless as to whether Direct Deposit is chosen, Bidder must submit a completed Texas Application for Payee Identification Number (Exhibit G.4) 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 TMD23-FMO-0026972**

Notes: Contact Reginald A. Hall when completed 512-782-3722 or [Reginald.Hall@military.texas.gov](mailto:Reginald.Hall@military.texas.gov).

- C. If Contractor has previously submitted a completed Contractor Direct Deposit Authorization 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 Gov't 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 Gov't 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 Bidder must submit its bid price within the Pricing Schedule located in Exhibit G.3, 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 bids 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.

## **SECTION C - SPECIFICATIONS**

### **C.1 INTRODUCTION**

The Texas Military Department is seeking bids for the replacement of the Air Handler Condenser Coil located at Fort Bliss AFRC in El Paso, TX.

### **C.2 SPECIFICATIONS AND STATEMENT OF WORK**

Contractor shall remove piping and coil, lock out and isolate unit, install new coil and reinstall piping, replace flange gaskets where removed, fill coil and purge, startup of unit ensuring working properly, dispose, and replace all defective materials in strict compliance with all applicable rules, regulations, codes, laws, ordinances, and statutes. See Exhibit G.7 for images

#### **Work Hours:**

Work is permitted between 8:00am and 5:00pm. Contractor may work beyond these hours including holidays and weekends if coordinated with the Regional Manager.

#### **Overview: Replacement of Condenser Coil on Carrier Air Handler Model #39MN36C0119C722XDS:**

- Lock out and isolate unit.
- Removing piping and existing inner coil
- Install new coil and inner piping
- Replace flange gaskets where removed.
- Fill coil and purge.
- Startup and inspection of new coil and test new unit for any leaks.
- Dispose of old coil.

**Notes:**

- The Regional Manager for Texas Military Department will oversee the project including repairs.
- Contractor shall provide all necessary equipment and lifting devices to remove/install equipment.
- No permits are required because this is on Government/State Property.
- Manufacturer's cut sheet on the HVAC equipment to be installed will be provided to Regional Manager.
- One-year parts and labor warranty will be provided for equipment installed.

**Contractor shall remove and dispose of all defective materials in performance of the service in strict compliance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc.**

**All bids will be "Not to Exceed" and "Turn-Key".**

**All questions regarding the SOW must be submitted in writing to the POC. The POC can be contacted by telephone for site visit information only. No authority is intended or implied that scope of work may be amended or altered prior to bid opening without written approval from the Texas Military Department.**

**All Items/equipment for completion are to be supplied by contractor to complete job.**

**Awarded contractor shall furnish all labor, tools, equipment, and transportation, as necessary to complete work. Awarded contractor shall be responsible for supervision, clean up and disposal and must have all applicable licenses, insurance and permits.**

**C.3 TMD PERSONNEL****C.3.1. TMD's Contract Administrator**

- A. The Contract Administrator for administration of the Contract is Reginald A. Hall
- B. The telephone number for the Contract Administrator is 512-782-3722.
- C. The email address is [Reginald.Hall@military.texas.gov](mailto:Reginald.Hall@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.

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

**C.3.2 TMD's Contract Monitor**

- A. The Contract Monitor for the Contract is Jeff Hardin.
- B. The telephone number for the Contract Monitor is 432-296-0663.

C. The email address is [jeff.d.hardin.nfg@army.mil](mailto:jeff.d.hardin.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.

### **C.3.3 TMD's Project Manager**

A. The Project Manager for the Contract is Jeff Hardin.

B. The telephone number for the Project Manager is 432-296-0663.

C. The email address is [jeff.d.hardin.nfg@army.mil](mailto:jeff.d.hardin.nfg@army.mil)

TMD's Project Manager for the Contract is responsible for the overall management and coordination of this Contract and will act as the central point of contact for TMD. The Project Manager has full authority to act for TMD in the performance of any project connected to the Contract. The Project Manager or a designated representative will meet with Contractor's Project Manager to discuss problems as they occur.

### **C.4 WARRANTY CALL RESPONSE TIME**

TMD requires Contractor to respond to any warranty call concerning this project within a 48-hour time period. For any warranty call issued, Contractor will have up to seven (7) days to replace defective products after receipt of notification by TMD that a warranty issue exists.

### **C.5 WAGE RATES**

TMD is the contracting agency for this state-funded project. The following statute requires any contracting agency to specify the generally prevailing rate of wages in contracts that are bid.

- a) Gov't Code § 2258. Prevailing wage rates pursuant to the requirements of this statute. If applicable, TMD has ascertained the attached rates located in Exhibit G.6 are paid to various classifications of workers in the locality of this project.
- b) The hourly rate for legal holiday and overtime work will be not less than 1½ times the base hourly rate.

A contractor or subcontractor who violates this section must pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. The Gov't Code § 2258 prevailing wage rate can be viewed at the following: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2258.htm>.

## **C.6 UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS**

The Contract incorporates by reference the Texas Facilities Commission's Uniform General Conditions (UGC) in its current version and as may be subsequently amended. The UGC may be viewed at <http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>.

## **C.7 CRIMINAL HISTORY BACKGROUND CHECK**

- A. Contractor's project personnel must submit to a fingerprint-based Criminal History Background Investigation, if required by TMD at Contractor's expense. To facilitate this Criminal History Background Investigation, each person must complete TMD's Vendor Background Information form (XX-XX), which will be provided by TMD.
- B. If required under the Contract, Contractor will not allow personnel who have not submitted to and successfully completed TMD's fingerprint-based Criminal History Background Investigation and who do not otherwise maintain a TMD security clearance to work on the Contract. TMD has the right to prevent Contractor's personnel from gaining access to TMD's building(s) and computer systems if TMD determines that such personnel do not pass the background check or fail to otherwise maintain TMD security clearance.
- C. When required, Contractor's Project Manager will provide the following to TMD's Project Manager within seven (7) days of executing the Contract:
  - 1. The completed Vendor Background Information form for all proposed personnel; and
  - 2. Acceptable fingerprints for all proposed personnel.
- D. Throughout the term of the Contract, TMD may require Contractor personnel to submit to an annual TMD fingerprint-based Criminal History Background Investigation to TMD.

Throughout the term of the Contract, Contractor will promptly notify TMD of any activity or action by Contractor's personnel that may affect that individual's ability to continue to work under the Contract.

## **SECTION D—INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

### **D.1 SUBMISSION OF RESPONSES**

- A. 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](mailto:Procurement@military.texas.gov)

### **D.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.

### **D.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES**

- A. Any response received at the designated location 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 Bidder or its authorized representative.
- D. 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.
- E. 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.

### **D.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's 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.

#### **D.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.

#### **D.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 emailed 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.

#### **D.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.

#### **D.8 DISCUSSION AND CORRESPONDENCE**

- A. All communications and questions concerning this solicitation, including any of a technical nature, will be made in writing only to:  
  
Reginald A. Hall  
TMD - Procurement and Contract Services  
Email: [Procurement@military.texas.gov](mailto: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 10/17/2022 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.

#### **D.9 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT**

TMD is a governmental body subject to the Texas Public Information Act (PIA), Texas Gov't 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 deem 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.

#### **D.10 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 the Contract per Texas Gov't Code § 2261.253(a).

#### **D.11 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:



Date	Time (CST)	Solicitation Posted to ESB
09/28/2022 Or 09/29/2022	10:00AM	Mandatory Site-Visit / Pre-Bid Conference, Bidders Only Needs to Attend 1 of the 2 Site-Visits (Located at 11701 Montana Ave, El Paso TX 79936) <b>Failure to attend the Mandatory Site-Visit / Pre-Bid/offer/proposal conference will result in disqualification of the response.</b>
10/04/2022	2:00PM	Last day to submit written questions for clarification to TMD
10/07/2022		Estimated date for TMD to post Question and Answer (Q&A) document to ESB
10/17/2022	2:00PM	Deadline for TMD to receive Bids
10/18/2022	2:00PM	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 (ESB) located at: <http://www.txsmartbuy.com/esbd>. Bidder should check the ESB 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 ESB 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 must be submitted by email. TMD intends to post answers to these questions on the ESB 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.

#### **D.12 MANDATORY SITE-VISIT / PRE-BID CONFERENCE**

**A Mandatory Site-Visit / Pre-Bid Conference will be held at Fort Bliss AFRC, Located at 11701 Montana Ave, El Paso, TX 79936 at 10:00 A.M. on 09/28/2022 and 09/29/2022.** The purpose of the Site-Visit / Pre-Bid Conference is to review the solicitation and HUB Subcontracting Plan as well as answer any questions regarding completing and submitting the bid. There will be no technical questions answered at this conference.

## SECTION E—EVALUATION CRITERIA

TMD will evaluate responses in accordance with the best value standard in Texas Gov't 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 IFB, or withdraw this IFB at any time prior to award of a contract. TMD reserves the right, in its sole discretion, to reject any or all IFBs or to select one (1) or more qualified Bidders to this IFB without discussion of Bids 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) Public 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@mail.mil](mailto:ng.tx.txarng.mbx.freedom-of-information-act@mail.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 512-782-3385

Past Performance: A Bidder's past performance will be measured on vendor grade criteria, in compliance with applicable provisions of Texas Gov't Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. The following examples of poor past performance may affect a potential Contract award and will be considered during evaluation of Bids:

- A score of less than a D; Unsatisfactory Performance;
- Currently under a Corrective Action Plan through the Comptroller of Public Accounts (CPA) or TMD;
- Having repeated negative Vendor Performance Reports for the same reason;
- Having a record of repeated non-responsiveness to Vendor Performance issues; or

- Having purchase orders that have been cancelled in the previous 12 months for non-performance (late delivery, etc.).

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

<http://www.txsmartbuy.com/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 F—LIST OF EXHIBITS**

### **By Number and Title**

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

# Exhibit G.1

## Standard Terms and Conditions

**Texas Military Department  
Standard Terms and Conditions**

**I. Affirmations and Certifications**

Respondents are asked to read the Standard Terms and Conditions in its entirety. If any assurance is shown to be false, the Contract may be terminated, payment withheld, and the Respondent shall be liable to Texas Military Department (TMD) for attorney's fees and the costs necessary to complete the contract, including the cost of advertising and awarding a subsequent contract:

1. Abortion Provider and Affiliate Transactions Prohibited

Respondent represents and warrants that the Contract is not a taxpayer resource transaction prohibited by Section 2272.003 of the Texas Government Code and that payments made by TMD to Respondent and Respondent's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.

2. Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Solicitation, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Solicitation, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Solicitation to a competitor of the Respondent or any other company, corporation, firm, partnership, or individual engaged in the same line of business as the Respondent. Respondent assigns to TMD all of Respondent's rights, title and interest in and to all claims and causes of action Respondent may have under the antitrust laws of Texas or the United States for overcharges associated with this solicitation or any resulting Contract.

3. Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code Respondent agrees that during the performance of a contract for services it shall purchase products and material produced in Texas when they are available at a price and time comparable to products and materials produced outside this State.

4. Child Support Obligation Affirmation

Under Section 231.006(d) of the Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld, if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response. Enter the name and social security numbers (SSN) for each person below. Failure of an organization to provide the above information shall result in the disqualification of the Response.

Name:		SSN:	
Name:		SSN:	

Name:		SSN:	
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**FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(c), Texas Family Code.

5. Computer Equipment Recycling Program

If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies its compliance with Subchapter Y, Chapter 361, of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission Environmental Quality rules in 30 TAC Chapter 328.

6. Contracting Information Responsibilities (ONLY for Contracts with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body, or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body)

Respondent represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the Contract and the Respondent agrees that the Contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

7. Cybersecurity Training (ONLY applies to Solicitations and Contracts where Contractors have access to a state computer system or database)

Respondent shall ensure that any Respondent employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code. Such training is required to occur during the Contract term and the renewal period. Respondent shall provide TMD with verification of the completion of the requisite training.

8. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or services to a public servant in connection with the submitted Response.

9. Debts and Delinquencies Affirmation

Respondent acknowledges and agrees that, to the extent Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, and payments or other amounts Respondent is otherwise owed under the contract may be applied toward any debt Respondent owes the State of Texas until the debt is paid in full. These provisions are effective at any time Respondent owes any such debt or delinquency.

10. Disclosure of Prior State Employment

In accordance with Section 2254.003 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by TMD or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with TMD or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

11. Entities that Boycott Israel

If Respondent is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required.

**12. E-Verify Program (ONLY applies to Solicitations and Contracts for services from agencies that are under the direction of the Governor)**

Respondent certifies that for Contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

- All persons employed by Respondent to perform duties within Texas; and
- All persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.

The Respondent shall provide, upon request of TMD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Respondent, and Respondent's subcontractors, as proof that this provision is being followed.

If it is determined that Respondent has violated the certification set for in this Section, then (1) Respondent shall be in breach of Contract, (2) TMD shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TMD under the Contract, Respondent shall be responsible for all costs incurred by TMD to obtain substitute services to replace the terminated Contract.

**13. Excluded Parties**

Respondent certifies that it is not listed on the federal government's terrorist watch list as described in Executive Order 13224.

**14. Executive Head of a State Agency Affirmation**

Under Section 669.003 of the Texas Government Code; relating to contracting with an executive head of a state agency, Respondent represents that no person who served as an executive of TMD, in the past four (4) years, was involved with or has any interest in the contract. If Respondent employs or has used the services of a former executive of TMD, then Respondent shall provide the following information in the Response:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation: \_\_\_\_\_

Position with Respondent: \_\_\_\_\_

Date of Employment with Respondent: \_\_\_\_\_

**15. False Statements**

Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or



material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

16. Financial Participation Prohibited Affirmation

Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or any contract resulting from this solicitation is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

17. Foreign Terrorist Organizations

Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code. Refer to the list located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

18. Former Agency Employees

Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of TMD during the twelve (12) month period immediately prior to the date of execution of the contract.

19. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

20. Insurance Requirements

Respondent represents and warrants that it will carry the following coverage throughout the life of the Contract:

Workers Compensation (WC) & Employers Liability:

Contractor must maintain Workers' Compensation insurance coverage in accordance with the following statutory limits:

Employers Liability – Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

The following website addresses what Texas requires of WC:

<http://www.tdi.texas.gov/wc/act/index.html> (Coverage starts with 406 of the Labor code)

Commercial General Liability:

Occurrence based:

Bodily Injury and Property Damage each occurrence limit: \$1,000,000

Aggregate limit: \$2,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products /Completed Operations Aggregate Limit: \$2,000,000

Damage to Premises Rented to You: \$50,000

Note: The required coverage is to be with companies licensed in the state of Texas, with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.

21. No Conflicts of Interest

Respondent represents and warrants that the provision of goods and services or other performance

under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

**22. Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**23. Signature Authority**

By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents and on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

**24. Suspension and Debarment**

Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

**25. Television Equipment Recycling Program (ONLY for Contracts for the purchase or lease of covered television equipment as defined by Section 361.91(3) of the Texas Health and Safety Code)**

Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

**26. Texas Bidder Affirmation**

Respondent certifies that if a Texas address is shown as the address of the Respondent on the Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Corporations submitting Responses to TMD **shall provide** the following information:

Federal Employee ID  
#: \_\_\_\_\_  
Texas Identification  
Number System  
(TINS): \_\_\_\_\_  
Full Entity Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**27. Vendor Taxes/Workers' Compensation/Unemployment Insurance**

Respondent agrees and acknowledges that during the existence of this Contract, Respondent shall be entirely responsible for the liability and payment of Respondent's and Respondent's employees' taxes of whatever kind, arising out of the performances in this Contract. Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Customer and/or the State shall not be liable to the Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment

insurance and/or workers' compensation or any benefit available to a State employee or employee of another governmental entity customer.

## **II. Required Clauses**

### **1. Disaster Recovery Plan**

Upon request of TMD, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

### **2. Dispute Resolution**

The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.

### **3. Excess Obligations Prohibited**

Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TMD, either in whole or in part, subject to the availability of state funds. TMD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TMD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TMD's or Respondent's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TMD will not be liable to the Respondent for any damages, that are caused or associated with such termination, or cancellation, and TMD will not be required to give prior notice.

### **4. Governing Law and Venue**

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent Jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TMD.

### **5. Indemnification**

RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TMD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. THE RESPONDENT AND TMD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE RESPONDENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TMD FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TMD OR ITS EMPLOYEES.

6. Public Information Act

Information, documentation, and other material in connection with this solicitation or any resulting Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the Respondent.

7. State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Respondent and the requirement to cooperate is included in any subcontract awards.

8. Terms and Conditions Attached to Response

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

**III. Additional Clauses**

1. Abandonment or Default

If Respondent defaults on this Contract, Texas Military Department reserves the right to cancel this Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Respondent. The defaulting Respondent will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default

2. Agency's Right to Audit

Respondent will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by TMD and the State of Texas.

3. Americans with Disabilities Act

Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

4. Assignment

Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from TMD. Any attempted assignment in violation of this provision is void and without effect.

5. Binding Effect

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

6. Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

7. Damage to Government Property

Respondent shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Respondent shall notify TMD in writing of any such damage within one (1) calendar day. Respondent is responsible for the removal of all debris resulting from work performed under the Contract.

8. Delivery

If delay is foreseen, Respondent shall give written notice to TMD immediately upon discovering a delay will occur. Respondent must keep TMD advised at all times of status of progress for the services being provided. Default in meeting deliverable timelines (without accepted reasons) or failure to meet deliverable specifications authorizes TMD to purchase the services of this solicitation elsewhere and charge any increased costs for the services, including the cost of rebidding, to the Respondent. No substitutions are permitted without written approval of TMD.

9. Disclosure of Interested Parties

Respondent represents and warrants that if selected for award of a contract as a result of the solicitation, Respondent will submit to TMD a Certificate of Interested Parties prior to Contract execution in accordance with Section 2252.908 of the Texas Government Code. This Section applies only to a Contract of a governmental agency or state agency that:

- a. Requires an action or vote by the governing body of the entity or agency before the Contract may be signed; or
- b. Has a value of at least one million dollars

10. Disclosure of Potential Conflicts of Interest; Certain Contracts Prohibited

Pursuant to Section 2261.252 of the Texas Government Code, the Department may not enter into a Contract for the purchase of goods or services with a private vendor if certain positions within the agency including the Adjutant General, Executive Director, General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor. Any contract found to violate Government Code 2261.252 is void.

11. Discounts

If Respondent at any time during the term of the Contract provides a discount on the final Contract costs, Respondent will notify TMD in writing ten (10) calendar days prior to effective date of discount. TMD will generate a Purchase Order Change Notice and send a revised Purchase Order to Respondent.

12. Drug-Free Workplace

Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-

Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

13. Electrical Items (if applicable)

All electrical items must meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

14. Entire Agreement

Any Contract resulting from this solicitation represents the entire agreement between the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in the Contract documents.

15. Equal Employment Opportunity

Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

16. Federal Occupational Safety and Health Law

Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C Chapter 15).

17. Force Majeure

Neither Respondent nor TMD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

18. Fraud, Waste, and Abuse

By submitting a response, Respondent represents and warrants that it has read and understood and will comply with TMD's Anti-Fraud Policy, found at <https://www.comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads and as it is amended throughout the term of the Contract.

19. Immigration

Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C § 1101 et seq.) and all subsequent immigration laws and amendments.

20. Independent Contractor

Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent and its personnel are not employees of TMD or the State of Texas.

21. Legal and Regulatory Actions

Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Respondent's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TMD's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detained attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the Contract, relate to the solicited or similar goods or services, or otherwise be relevant to TMD's consideration of the Response. In addition, Respondent represents and warrants that it shall notify TMD in writing within five (5) business days of any changes to the representation or warranties in this clause and understands that failure to so timely update TMD shall constitute breach of Contract and may result in immediate termination of the Contract.

22. License Grant

Respondent hereby grants to TMD a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license:

- a. To reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Respondent; and
- b. To sublicense any or all such rights to third parties.

23. Limitation on Authority

Respondent shall have no authority to act for or on behalf of TMD or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of TMD or the State of Texas.

24. Lobbying Prohibition

Respondent represents and warrants that TMD's payments to the Respondent and Respondent's receipt of appropriated or other funds under the Contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code, relating to the prohibition of using state funds for lobbying activities.

25. Media Releases

Respondent shall not use TMD's name, logo, or other likeness in any press release, marketing material, or other announcement without TMD's prior written approval. TMD does not endorse any vendor, commodity, or service. Respondent is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they related without TMD's prior written consent, and then only in accordance with explicit written instructions from TMD.

26. No Felony Criminal Convictions

Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representatives of such subcontractors, have been convicted of felony criminal offense or that if such a conviction has occurred Respondent has fully advised TMD in writing of the facts and circumstances surrounding the convictions.

27. No Implied Waiver

The failure of a Party to insist at any time upon the strict performances of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.

28. No Quantity Guarantees

TMD makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the Contract.

29. No Third-Party Beneficiaries

Nothing contained in the Contract resulting from this solicitation, either expressed or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations or liabilities pursuant to, or by reason of, the Contract.

30. Patents, Trademarks, and Copyrights

Respondent agrees to defend and indemnify the TMD and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TMD's or the State's use of any good or service provided by the Respondent as a result of this solicitation.

31. Permits, Certifications, and Licenses

Respondent represents and warrants that it has determined what licenses, certifications and permits are required to perform services under the Contract and will acquire all applicable licenses, certifications, and permits prior to starting any work under the Contract.

32. Prompt Payment

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

33. Property Rights

For purposes of the Contract, the term "Work Product" is defined as all work papers, materials, approaches, designs, specifications, systems, software, programs, source code, documentation, methodologies, concepts, intellectual property or other property and/or results of the services that are developed, produced, generated or provided to TMD in connection with, or as a result of, the services provided under the Contract. TMD and Respondent intend this agreement to be a Contract for the services and each considers and expressly intends and agrees that the Work Product to be rendered by Respondent shall be a work-made-for-hire. Respondent and Respondent's employees will have no rights in or ownership of the Work Product or any other property of TMD. Respondent acknowledges and agrees that the Work Product (and all rights therein, including without limitation all intellectual property rights) belongs to and shall be the sole and exclusive property of TMD. If for any reason the Work Product would not be considered a work-made-for-hire under applicable law, Respondent does hereby irrevocably sell, assign, and transfer to TMD, its successors and assigns, the entire right, title and interest in and to the Work Product and any and all intellectual property rights embedded therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Respondent agrees to execute all papers and to perform such other



property rights, as TMD may deem necessary to secure for TMD or its designee the rights herein assigned. In the event that Respondent has any rights in and to the Work Product that cannot be assigned to TMD, Respondent hereby grants to TMD and exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distributed, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the Contract or upon TMD's request, Respondent shall deliver to TMD all completed, or partially completed, Work Product and any and all version thereof. Failure to timely deliver such Work Product will be considered a material breach of the Contract. Respondent will not make or retain any copies of the Work Product or any and all documentation for the other products and results of the services without the prior written consent of TMD.

34. Protest Procedures

Any actual or prospective Respondent who is aggrieved in connection with this solicitation, evaluation, or award of any Contract resulting from this solicitation may formally protest as provided in Texas Military Department rules at 37 TAC Rule 134.1.

35. Records Retention

Respondent shall maintain and retain all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of seven (7) years after the Contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

36. Refund

Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by TMD which are not expressly authorized under the Contract.

37. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Respondent certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for TMD involving the Respondent within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state services or employment ceased on or after September 1, 2015.

38. Secure Erasure of Hard Disk Capability

All equipment provided to TMD by Respondent that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

39. Severability

If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

40. Smoke-Free Agency

TMD has a policy of being a smoke-free agency which includes but is not limited to electronic cigarettes. The policy reflects TMD's commitment to providing a healthy environment for all employees and visitors. This policy prohibits smoking within any state building or on the grounds. Respondent, by acceptance of the Contract, agrees to abide by this policy when on TMD property.

41. Sovereign Immunity

The Parties of any Contract expressly agree that no provision of the Contract is in any way intended to constitute a waiver by TMD or the State of Texas of any immunities from suit or from liability that TMD or the State of Texas may have by operation of law.

42. Subcontractors

Respondent may not subcontract any or all of the work and/or obligations due under the Contract without prior written approval of TMD. Subcontracts, if any, entered in to by the Contractor shall be inwriting and be subject to the requirements of the contract. Should Respondent subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), TMD is in no manner liable to any subcontractor(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

43. Survival

Expiration or termination of the Contract for any reason does not release the Respondent from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

44. Taxes

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. TMD will furnish Tax Exemption Certificates upon request. Respondent represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract including, but not limited to, any federal, State, or local income, sales or excise taxes of Respondent or its employees. TMD shall not be liable for any taxes resulting from the Contract.

45. Termination for Convenience

TMD reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if TMD determines that such termination is in the best interest of the state. In the event of such a termination, Respondent must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TMD shall be liable for payments limited only to the portion of work TMD authorized in writing and which Respondent has completed, delivered to TMD, and which has been accepted by TMD. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. TMD shall have no other liability, including no liability for any costs associated with the termination.

46. Termination for Failure

If the termination of the Contract is for failure of the Respondent to fulfill the Contract obligations, TMD may complete the work by Contract or otherwise and the Respondent will be liable for any

additional cost incurred by TMD.

If, after termination for failure to fulfill Contract obligations, it is determined that the Respondent had not failed, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of TMD.

47. Trademark License

TMD hereby grants to Respondent, for the term of the Contract, a limited, non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce TMD's trademarks on published materials in the United States related to the performance of the Contract, provided that such license is expressly conditional upon, and subject to, the following:

- Respondent is in compliance with all provisions of the Contract;
- Respondent's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements communicated by TMD;
- Respondent takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose TMD's right, title and interest in the trademarks or their validity;
- Respondent makes no attempt to sublicense any rights under this trademark license; and
- Respondent complies with any marking requests TMD may make in relation to the trademarks, including without limitation to the phrase "Registered Trademark", the symbol "TM", the registered trademark symbol "®" and/or any equivalent thereof.

48. Trademark Ownership

Respondent hereby acknowledges and agrees that the trademarks remain the exclusive property of TMD, that all right, title and interest in and to the trademarks is exclusively held by TMD, and all goodwill associated with such trademarks inures solely to TMD.

49. Unfair Business Practices

Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

50. Unresolved Audit Exceptions

The Respondent has no unresolved audit exceptions with TMD. An unresolved audit exception is an exception for which the Respondent has exhausted all administrative and/or judicial remedies and refuses to comply with any resulting demand for payment.

51. Use of State Property

Respondent is prohibited from using State Property for any purpose other than performing Services authorized under the Contract. State Property includes, but is not limited to, TMD's office space, identification badges, TMD Information technology equipment and networks (e.g. laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TMD-issued software, and TMD Virtual Private Network (VPN Client)), and any other resources of TMD. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any

computing devices to access TMD's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Respondents, Respondent shall be responsible for (i) all repair and replacement charges incurred by TMD that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the Contract scope. Respondent shall fully reimburse such charges to TMD within ten (10) calendar days of Respondent's receipt of TMD's notice of amount due. Use of State Property for a purpose not authorized by Contract shall constitute breach of Contract and may result in termination of the Contract and the pursuit of other remedies available to TMD under Contract, at law, or in equity.

**52. Waiver of Consequential Damages**

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ANTICIPATED OR OTHERWISE, OR LOSS OF REVENUES IN CONNECTION WITH OR ARISING OUT OF, OR IN CONNECTION WITH, THE SUBJECT MATTER OF THIS CONTRACT.

**53. COVID-19 Vaccine Passport Prohibition**

Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded Contract.

**54. Firearm Entities and Trade Associations Discriminations**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Texas Military Department.

**RESPONDENT ACKNOWLEDGMENT AND CERTIFICATION**

Respondent hereby certifies that it has received, reviewed, and accepted the solicitation and the included statement of work, forms, terms, requirements, and conditions. The Respondent hereby acknowledges that it can meet all of the requirements as stated in the solicitation excluding any requirements it took exception to, as explicitly set forth in its Response.

The Respondent also certifies that the information included in its Response and on this form is, to the best of its knowledge, complete and accurate and that it shall update all such information at any time that such information changes. The Respondent certifies that the person signing this form is authorized to sign on its behalf.

Exhibit G.2  
Pricing Schedule

**Attachment G.2 - Pricing Schedule**

**Class and Item:**

**910-36 Heating, Air Conditioning, and Ventilation Maintenance, Repair and Installation Services**

**941-55 HVAC Systems, Power Plant, Maintenance and Repair**

Line Item	Description	QTY	Unit of Measure	Price	EXT Price
1	Replacement of Condenser Coil Carrier Air Handler MODEL NO: <b>39MN36C0119C722XDS</b>	1	JOB	\$	\$

**Table 2: Pricing Assumptions**

**PRICING ASSUMPTIONS:** Bidder shall provide any pricing amount assumptions for each Deliverable in reference to amounts and/or pricing conditions by outlining them (if any) in Table 2: Pricing Assumptions. Bidder may add additional rows as needed.

#	Assumption
1	
2	
3	

## Exhibit G.3

Application for Texas Identification Number

For Comptroller's use only

# Application for Texas Identification Number

• See instructions on back

1. Is this a new account?  YES Mail Code 000 Complete Sections 1 - 5  NO Enter Mail Code \_\_\_\_\_ Agency number \_\_\_\_\_ Complete Sections 1, 2 & 5

**Section 1**

2. **Texas Identification Number (TIN)** - Indicate the type of number you are providing to be used for your TIN

Employer Identification Number (EIN) (9 digits)  
 Social Security number (SSN) (9 digits) Enter the number indicated \_\_\_\_\_  
 Individual Taxpayer Identification Number (ITIN) (9 digits)  
 Comptroller's assigned number (FOR STATE AGENCY USE ONLY) (11 digits)  
 Current Texas Identification Number (FOR STATE AGENCY USE ONLY) (11 digits)

3. Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax?  YES  NO If "YES," enter Texas Taxpayer Number \_\_\_\_\_

**Section 2**

**Payee Information (Please type or print)**

4. Name of payee (Individual or business to be paid) \_\_\_\_\_

5. Mailing address where you want to receive payments \_\_\_\_\_

6. (Optional) \_\_\_\_\_

7. (Optional) \_\_\_\_\_

8. (Optional) \_\_\_\_\_

9. City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

10. Payee telephone number (Area code and number) \_\_\_\_\_ SIC code \_\_\_\_\_ Security type code ( 0, 1, 2 ) \_\_\_\_\_ Zone code \_\_\_\_\_

**Section 3**

11. **Ownership Codes** - Check only one code by the appropriate ownership type that applies to you or your business.

**I** - Individual Recipient (not owning a business)  **L** - Texas Limited Partnership: If checked, enter the Texas File Number \_\_\_\_\_  
 **S** - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN)  **T** - Texas Corporation: If checked, enter the Texas File Number \_\_\_\_\_  
 Owner's name \_\_\_\_\_  
 SSN / ITIN (9 digits) \_\_\_\_\_  
 **P** - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Employer Identification Number (EIN).  **A** - Professional Association: If checked, enter the Texas File Number \_\_\_\_\_  
 Name \_\_\_\_\_  
 SSN / ITIN / EIN (9 digits) \_\_\_\_\_  
 Name \_\_\_\_\_  
 SSN / ITIN / EIN (9 digits) \_\_\_\_\_  
 **N** - Other: If checked, explain. \_\_\_\_\_  
 **C** - Professional Corporation: If checked, enter the Texas File Number \_\_\_\_\_  
 **O** - Out-of-State Corporation  
 **G** - Governmental Entity  
 **U** - State agency / University  
 **F** - Financial Institution  
 **R** - Foreign (out of U.S.A.)

**Section 4**


12. Payment Assignment?  YES  NO *Note: A copy of the assignment agreement between payees must be attached.*

Assignee name \_\_\_\_\_

Assignee TIN \_\_\_\_\_ Assignment date \_\_\_\_\_

**Section 5**

13. Comments \_\_\_\_\_

14.  Authorized signature (Applicant or authorized agent) \_\_\_\_\_ Date \_\_\_\_\_

Agency name \_\_\_\_\_ Prepared by \_\_\_\_\_ Phone (Area code and number) \_\_\_\_\_

15. \_\_\_\_\_





# Application for Texas Identification Number

**GLENN HEGAR**

**TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**

Fiscal Management  
Austin, TX 78774-0100

## Who Must Submit This Application -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Texas Identification Number (TIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

**Note: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.**

## For Assistance -

For assistance in completing this application, please call the Texas Comptroller's office at 1-800-531-5441, ext. 6-8138, or 512-936-8138.

### Notice to State Agencies -

When this form is used to set up additional mail codes, Sections 1, 2 and 5 must be completed. State agencies may refer to the Texas Identification Number System (TINS) Guide at <https://fm.x.cpa.state.tx.us/fmx/pubs/tins/tinsguide> for additional information.

## General Instructions -

- Do not use dashes when entering Social Security, Employer Identification, Individual Taxpayer Identification or Comptroller's assigned numbers.
- Disclosure of your Social Security number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon 2005) and TEX. GOV'T. CODE ANN. sec. 403.056 (Vernon 2005). Your Social Security number will be used to help the Texas Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen. No. H-1255 (1978).

## Specific Instructions -

### Section 1 - Texas Identification Number

EIN: For all ownership codes other than Individual Recipient listed in Section 3, enter a 9-digit Employer Identification Number (EIN) issued by the Internal Revenue Service.

SSN: For Individual Recipient or Sole Owner without an EIN, enter your 9-digit Social Security number (SSN) issued by the Social Security Administration.

ITIN: For Individual Recipient or Sole Owner without an EIN, enter your 9-digit Individual Taxpayer Identification Number (ITIN) issued by the IRS.

Comptroller Assigned Number – 11 digits: FOR STATE AGENCY USE ONLY. A Comptroller Assigned Number is an ID number that is given to a state agency that needs to pay either a foreign entity or a foreign individual who does not have an EIN, SSN or ITIN.

Current Texas Identification Number – 11 digits: FOR STATE AGENCY USE ONLY.

Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? If "YES," enter Texas Taxpayer Number.

### Section 2 - Payee Information

Items 4 through 8 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6.

Item 9 - Enter the city, state and ZIP code.

Item 10 - Enter payee telephone number.

SIC code, Security type code and Zone code: FOR STATE AGENCY USE ONLY.

### Section 3 - Ownership Codes

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's office may be contacted at 512-463-5555 for information regarding Texas file numbers.

### Section 4 - Payment Assignment

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include a copy of the assignment agreement between the assignee and the assignor.

### Section 5 - Comments and Identification

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or phone numbers listed on this form.

## Exhibit G.4

### Direct Deposit Authorization Form

For Comptroller's Use Only		

# Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

## Transaction Types

<b>SECTION 1</b>	1. Select transaction types:	
	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Change custodial agency _____

## Payee Identification

<b>SECTION 2</b>	2. Payee type		3. Identification number		4. Mail code (If not known, leave blank.)	
	<input type="checkbox"/> State employee		<input type="checkbox"/> Social Security number (SSN)*		_____	
	<input type="checkbox"/> Vendor or other recipient		<input type="checkbox"/> Texas Identification Number (TIN)			
		<input type="checkbox"/> Employer Identification Number (EIN)		<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)		
5. Payee name					6. Phone (Area code and number)	
					( ) ext.	
7. Mailing address (Street, city, state and ZIP code)						
_____						

## New Account Information (Setups and Changes) (Completion by financial institution is recommended)

<b>SECTION 3</b>	8. Financial institution name		9. City		10. State	
	11. Routing number (9 digits)		12. Customer account number (maximum 17 characters)		13. Account type	
	_____		_____		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	14. Financial representative name (optional)			15. Title (optional)		
_____			_____			
16. Financial representative signature (optional)			17. Phone (Area code and number) (optional)		18. Date (optional)	
_____			( ) ext.		_____	

## Existing Account Information (Changes Only)

<b>SEC 4</b>	19. Routing number (9 digits)		20. Customer account number (maximum 17 characters)		21. Account type	
	_____		_____		<input type="checkbox"/> Checking <input type="checkbox"/> Savings	

## International Payments Verification (required)

<b>SEC 5</b>	22. Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO					
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).					

## Authorization for Setup, Changes or Cancellation (required)

<b>SECTION 6</b>	I authorize the state agency that issues my state of Texas payments via the Texas Comptroller of Public Accounts to electronically deposit my payments to my financial institution. I understand that any payments deposited in error to my account will be reversed by the agency that issues my state of Texas payments via the Texas Comptroller of Public Accounts.					
	I further understand that the agency that issues my state of Texas payments and the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)					
	23. Authorized signature		24. Printed name		25. Date	
<b>sign here</b> ▶						

## Cancellation by Agency (for state agency use)

<b>SEC 7</b>	26. Reason		27. Date	
	_____		_____	

## State Agency Contact (for state agency use)

<b>SECTION 8</b>	28. Authorized signature		29. Date	
	<b>sign here</b> ▶			
	30. Phone (Area code and number)		31. Agency number	
	( ) ext.			
32. Agency name				
_____				
33. Comments				
_____				

34. <b>Please return to the paying agency at the following address:</b>

## Instructions for Direct Deposit Authorization

*You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. To request information for review or to request error correction, use the contact information on this form.*

### Section 1: Transaction Type(s)

1. Select the appropriate **transaction type(s)** and complete the corresponding sections.

**Note:** Requests to change custodial agency number are processed based on Payment Services research and guidelines.

### Section 2: Payee Identification (Required)

2. **Payee type:** Indicate whether the payee is a **state employee** or a **vendor/recipient**.

**Note:** Agencies must complete box 34 with the appropriate agency's return address for the selected payee type.

3. **Identification number:** Indicate the type of identification number and provide the associated 9- or 11-digit number.  
 4. **Mail code:** Enter the 3-digit mail code.  
 5. **Payee name:** Enter the payee's name.  
 6. **Phone:** Enter the payee's area code, phone number (and extension, if applicable).  
 7. **Mailing address:** Enter the payee's mailing address, city, state and ZIP code.

### Section 3: New Account Information (Setups and changes) (Completion by financial institution is recommended)

8. **Financial institution name:** Enter the name of the payee's financial institution.  
 9. **City:** Enter the city of the payee's financial institution.  
 10. **State:** Enter the 2-character abbreviation for state of the payee's financial institution.  
 11. **Routing number:** Enter the 9-digit routing number of the payee's financial institution.  
 12. **Customer account number:** Enter the payee's account number (maximum 17 characters).  
 13. **Type of account:** Indicate whether the payee's account type is a checking account or a savings account.  
 14. **Financial representative name:** (optional) Enter the name of the financial representative.  
 15. **Title:** (optional) Enter the title of the financial institution representative.  
 16. **Financial representative signature:** (optional) Original signature of the financial representative.  
 17. **Phone:** (optional) Enter the area code, phone number (and extension, if applicable) of the financial representative.  
 18. **Date:** (optional) Enter the date the financial representative signed the form.

### Section 4: Existing Account Information (Changes only)

19. **Routing number:** Enter the 9-digit **routing number** currently on file with the Comptroller's office.  
 20. **Customer account number:** Enter the payee's **account number** currently on file with the Comptroller's office.  
 21. **Account type:** Select the payee's **account type** currently on file with the Comptroller's office.

### Section 5: International Payments Verification (Required)

22. **Payment Destination:** Select **YES** or **NO** to indicate if state payments will be forwarded to a financial institution outside the U.S.  
**Note:** If **YES**, the payee must also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

### Section 6: Authorization for Setup, Changes or Cancellation (Required)

23. **Authorized signature:** Original signature of the payee is required.  
 24. **Printed name:** Enter or print the name of the payee or vendor/recipient signing the form.  
 25. **Date:** Enter or print the date the form was signed.

### Section 7: Cancellation by Agency (for state agency use)

26. **Reason:** Enter the reason for cancellation of the payee's direct deposit information.  
 27. **Date:** Enter the date the cancellation was determined.

### Section 8: State Agency Contact (for state agency use)

28. **Authorized signature:** Original signature of the agency's authorized representative is required.  
 29. **Date:** Enter the date the agency's representative signed the form.  
 30. **Phone:** Enter the area code, phone number and extension (if applicable) of the agency's representative.  
 31. **Agency number:** Enter the 3-digit agency number.  
 32. **Agency name:** Enter the agency's name.  
 33. **Comments:** (optional) Enter comments, if needed.  
 34. **Return to Paying State Agency:** This area autopopulates with the name and address of the paying state agency to which this form will be returned.

#### Questions?

<b>State Employees:</b>	Contact your agency's Human Resource department or payroll staff.
<b>Vendors/Recipients:</b>	Contact the paying agency's accounts payable staff.
<b>State Agencies:</b>	Contact Fiscal Management, Payment Services at 512-936-8138.