

**TEXAS MILITARY DEPARTMENT SOLICITATION**

<b>Class and Item:</b> 850-64 Sheets and Pillowcases 850-92 Towels, Washcloths, and Bathmats	<b>SOLICITATION NO.</b> TMD25-BIL-0036461	<b>TYPE OF SOLICITATION</b> Request for Proposal (RFP)	<b>DATE ISSUED</b> 01/10/2025
--	--	---	----------------------------------

**REQUEST FOR PROPOSALS (RFP) – LINEN PURCHASE**

<p>Respondent must submit their responses via e-mail to:  <a href="mailto:Procurement@military.texas.gov">Procurement@military.texas.gov</a> no later than  <b>2:00 P.M. CST on 02/14/2025</b></p>	<p><b>FOR INFORMATION CONTACT:</b>                  Ronald Bullock                  Purchaser, CTCD, CTCM                  Contract Administrator                  PHONE: (512) 782-6786                  EMAIL: <a href="mailto:Procurement@military.texas.gov">Procurement@military.texas.gov</a></p>
--	---

**RESPONSE (Respondent must fully complete)**

<b>DISCOUNT FOR PROMPT PAYMENT:→</b>	<b>10 DAYS</b> %	<b>20 DAYS</b> %	<b>30 DAYS</b> %	<b>___ DAYS</b> %
<b>ACKNOWLEDGMENT OF ADDENDA:</b> (Respondent acknowledges receipt of Solicitation addenda and related documents numbered and dated:	<b>ADDENDUM NO.</b>	<b>DATE</b>	<b>ADDENDUM NO.</b>	<b>DATE</b>
<b>NAME AND ADDRESS OF RESPONDENT:→</b>				
<b>RESPONSE DATE</b>	<b>TELEPHONE NO. (Include area code)</b>			
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>			

**CERTIFICATION, DISQUALIFICATION, and REMEDIES**

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

Failure to sign will disqualify response. TMD may pursue and enforce any available remedies against the Respondent for making false statements, including disqualifying the Respondent’s response, immediately cancelling any Contract awarded to Respondent, 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 year from that effective date. Additionally, the contract has three (3) one-year optional renewal periods available, which TMD solely reserves the right to exercise one optional renewal period at a time.

If necessary, at the end of the last optional renewal period, TMD may also extend the Contract for a period of six-months as described in the terms and conditions section entitled “Option to Extend Services.”

TMD may not allow changes after Date of Award to terms or pricing during either the initial term of the Contract or any optional renewal period. The continuation of the contract for any period is subject to the availability of TMD’s funding source for the Contract.

### ANTICIPATED SCHEDULE OF EVENTS

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

<b>Date</b>	<b>Time CT</b>	<b>Events</b>
<b>01/10/2025</b>		<b>Solicitation Posted to ESBD</b>
<b>01/16/2025</b>	<b>2:00 PM</b>	<b>Last day to submit written questions for clarification to TMD</b>
<b>As Appropriate</b>	<b>As Appropriate</b>	<b>Estimated date for TMD to post Question and Answer (Q&amp;A) document to ESBD</b>
<b>02/14/2025</b>	<b>2:00 PM</b>	<b>Deadline for TMD to receive Bids</b>
<b>02/14/2025</b>	<b>2:00 PM</b>	<b>Deadline for TMD to receive Samples (one (1) of each item bid)</b>

**ANTICIPATED SCHEDULE OF EVENTS.....2**

**SECTION A—DEFINITIONS.....5**

**SECTION B—SERVICES AND PRICES .....6**

**B.1 PRICING REQUIREMENTS.....6**

**B.1.1 Pricing Instructions.....6**

**B.2 INVOICE REQUIREMENTS.....6**

**B.3 PAYMENTS .....7**

**B.3.1 Billing and Payment .....7**

**B.3.2 Payment Adjustment.....8**

**B.3.3 Late Payment.....8**

**B.3.4 Deductions for Unacceptable Compliance .....8**

**B.3.5 Withholding of Payment .....8**

**B.3.6 Debts and Delinquencies.....9**

**B.3.7 Right to Offset .....9**

**B.4 MANDATORY PRICING SCHEDULE.....9**

**Initial Contract Term Pricing.....9**

**SECTION C - STATEMENT OF WORK .....10**

**C.1 INTRODUCTION.....10**

**C.2 SPECIFICATIONS and MINIMUM requirements.....10**

**C.3 TMD PERSONNEL .....11**

**C.3.1. TMD’s Contract Administrator .....11**

**C.3.3 TMD’s Project Manager.....12**

**C.4 INSURANCE REQUIRED UNDER THE CONTRACT.....12**

**C.5 BONDS REQUIRED UNDER THE CONTRACT .....13**

**SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA .....15**

**SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS.....16**

**E.1 RESPONSE PREPARATION INSTRUCTIONS .....16**

**E.2 AMENDMENTS TO THE SOLICITATION.....17**

**E.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES .....17**

**E.4 SIGNATURES ON RESPONSE SUBMITTED .....17**

**E.5 RESPONSE ACCEPTANCE PERIOD .....18**

**E.6 CONTRACT AWARD .....18**

**E.7 TMD’s RIGHTS.....18**

**E.8 RESPONSE SUBMISSION INSTRUCTIONS .....19**

**E.8.1 Contract Forms and Required Response Information.....19**

**E.8.2 Information Section.....20**

**E.8.4 Cost and Pricing Response.....22**

**E.10 DISCUSSION AND CORRESPONDENCE .....22**  
**E.11 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.....22**  
**E.13 ANTICIPATED SCHEDULE OF EVENTS.....23**  
**SECTION F—EVALUATION CRITERIA.....25**

## SECTION A—DEFINITIONS

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

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

**“Respondent”** 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.

**“CT”** means Central Time.

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

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

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

**“Days”** means calendar days unless otherwise specified.

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

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

**“Parties”** means Contractor and TMD.

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

## SECTION B—SERVICES AND PRICES

### B.1 PRICING REQUIREMENTS

#### B.1.1 PRICING INSTRUCTIONS

- A. TMD seeks and Contractor will provide the commodities described in Section C, Statement of Work, on a no minimum, as needed, as requested basis. Pricing is firm fixed price for the commodities requested and authorized by TMD as provided under the contract. Respondent must offer pricing on this basis. TMD will negotiate pricing prior to award of the contract if the pricing offered appears that it may not be best value to TMD.
- B. Contractor must deliver and provide the commodities in compliance with all requirements of the contract for the base year, with such payment to be processed by TMD after TMD's receipt, testing and written acceptance of the commodities.
- C. Respondent must submit proposed pricing that includes all costs, fees, , and expenses for Contractor's delivery of the commodities and performance under the contract and the final negotiated, contracted pricing for the commodities 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 written acceptance as provided in the contract.
- D. Optional Features, Products, or Services.  
Respondent is encouraged to submit and describe in detail, within its response, optional features, products, or services that would benefit TMD, but are not part of the minimum requirements of this solicitation. In its response, Respondent must describe with specificity any proposed optional features, products, or services. For pricing associated with optional items that exceed the minimum requirements, Respondent must include the line item cost associated with each proposed optional feature, product, or service in the "Optional, Features, Products, or Services" pricing portion of the Mandatory Pricing Schedule.

### 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;
  - 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.

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 78703**

**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.1 Direct Deposit Authorization Form 74-176 (Rev.9-2121)).
- B. Regardless as to whether Direct Deposit is chosen, Contractor must submit a completed Texas Application for Payee Identification Number (Exhibit G.2 Application for Texas Identification Number #\_AP\_152) to the following address:

**Texas Military Department (TMD)  
Attn: Accounts Payable  
P.O. Box 5218, Building 11  
Austin, Texas 78703-5218**

**Reference: Contractor Set-up for Solicitation TMD25-BIL-0036461**

Notes: Contact Ronald Bullock when completed 512-782-6786 or [Procurement@military.texas.gov](mailto:Procurement@military.texas.gov)

- C. If Contractor has previously submitted a completed Contractor Direct Deposit Authorization and Substitute AP-152 Form to TMD for another separate contract, another form is not required to be submitted.

#### **B.3.1 Billing and Payment**

- A. Notwithstanding anything else to the contrary in the contract, TMD will not make any payments of any amount to Contractor or any other entity or person, and Contractor will not submit any invoices, until Contractor has received from TMD a written Final Acceptance Document exhibit signed by TMD's Contract Manager specifically stating that TMD accepts the commodity, and Contractor is authorized to submit an invoice. The Contract provides for progress payments for the commodities if accepted and signed for by Contract Manager. If the commodities are not accepted, the contract will involve no payments of any type for any amount.

- B. Future Enhancements (Purchase Order Change Notice): Contractor must invoice TMD upon final acceptance of each completed POCN. Copies of hardware and equipment invoices, related to any POCN, will be submitted as documentation of costs. The executed POCN Acceptance Document exhibit must be submitted with the itemized invoice. Failure to include such required documentation will result in rejection of Contractor's invoice.
- C. Tex. Gov't Code Chapter 2251 (the Prompt Payment Act) will govern payment and accrual of interest on any overdue payments.
- D. 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.
- E. 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 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 Tex. 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 respond to audit reports; and
  3. 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 in accordance with Texas Government Code 2252.903.

#### **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**

#### **Initial Contract Term Pricing**

Respondent must submit initial contract term pricing within the table below replicating, as necessary, in this exact format (G.4 Mandatory Pricing Schedule).

## SECTION C - STATEMENT OF WORK

### C.1 INTRODUCTION

The Texas Military Department (TMD) is seeking a vendor to provide hotel quality linens and towels.

### C.2 SPECIFICATIONS AND MINIMUM REQUIREMENTS

The purpose of the Contract is to procure linens and towels for the TMD Billeting/Lodging. Contractor shall provide the following linen and towels items:

***Contractor will need to supply linen specifications with bid response:***

Types of linens and Bath towels that will be procured:

#### A. Sheets

All sheets must meet the or exceed specifications for Gryphon 360 Ct. White Sheets & Pillowcases [https://www.nathosp.com/gryphon-360-ct-white-sheets-pillowcases-gr6619\\_c/](https://www.nathosp.com/gryphon-360-ct-white-sheets-pillowcases-gr6619_c/)

1. King
  - a. Color: Solid White
  - b. Size: Standard King
  - c. Flat
  - d. 360 thread count, or better
  - e. 80% Cotton / 20% Polyester
  - f. 3.5-inch top hem & 0.5-inch bottom and side hems
  - g. No pattern in the texture
2. Queen
  - a. Color: Solid White
  - b. Size: Standard Queen
  - c. Flat
  - d. 360 thread count, or better
  - e. 80% Cotton / 20% Polyester
  - f. 3.5-inch top hem & 0.5-inch bottom and side hems
  - g. No pattern in the texture
3. Queen
  - a. Color: Solid White
  - b. Size: Standard Queen
  - c. Fitted
  - d. 360 thread count, or better
  - e. 80% Cotton / 20% Polyester
  - f. 16-inch-deep pocket and fit mattresses up to 18-inch-deep
  - g. No pattern in the texture
4. Pillowcases
  - a. Color: Solid White
  - b. Size: For a standard sized pillow (not king nor queen sized pillow)
  - c. 360 thread count, or better
  - d. 80% Cotton / 20% Polyester

- e. 4-inch hem
- f. No pattern in the texture

**B. Towels**

All towels must meet the or exceed specifications for Thomaston Mills TM Plush Towels collection by Thomas Mills [https://directtextilestore.com/Thomaston-Mills-TM-Plush-Towels?limit=18&gad\\_source=1&gclid=EAlaIqobChMIyKWZ3OjGiQMvYzHUAR2w4DIxEAYASAAEgJEHfD\\_BwE](https://directtextilestore.com/Thomaston-Mills-TM-Plush-Towels?limit=18&gad_source=1&gclid=EAlaIqobChMIyKWZ3OjGiQMvYzHUAR2w4DIxEAYASAAEgJEHfD_BwE)

- 1. Standard Bath Towels
  - a. Color: Solid White
  - b. Size: 30 inches x 58 inches, 20 pounds per dozen minimum
  - c. 100% Cotton
- 2. Standard Hand Towels
  - a. Color: Solid White
  - b. Size: 16 inches x 32 inches, 6 pounds per dozen minimum
  - c. 100% Cotton
- 3. Standard Wash Cloths
  - a. Color: Solid White
  - d. Size: 13 inches x 13 inches, 1.8 pounds per dozen minimum
  - e. 100% Cotton
- 4. Standard Bathmats (Bath Rug)
  - a. Color: Solid White
  - f. Size: 20 inches x 36 inches, 12 pounds per dozen
  - b. 100% Cotton

C. Contractor must provide a sample of at least one (1) of each item Contractor is responding to (see page 2 of this solicitation for deadline).

D. All final products must be delivered within 30-days from receipt of award (Purchase Order (PO)).

E. Manufacturer's standard warranty applies.

**C.3 TMD PERSONNEL**

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

- A. The Contract Administrator for administration of the contract is Ronald Bullock
- B. The telephone number for the Contract Administrator is 512-782-6786.
- C. The email address is [Procurement@military.texas.gov](mailto:Procurement@military.texas.gov)

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

### C.3.3 TMD’s Project Manager

- A. The Project Manager for the contract is Raphael Oosterhuis.
- B. The telephone number for the Project Manager is 512-782-5500.
- C. The email address is [CampMabryLodging@military.texas.gov](mailto:CampMabryLodging@military.texas.gov)

TMD’s Project Manager for the contract is responsible for the overall management and coordination of the contract and will act as the central point of contact for TMD. The Project Manager or a designated representative will meet with Contractor’s Project Manager to discuss problems as they occur.

### C.4 INSURANCE REQUIRED UNDER THE CONTRACT

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

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

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

<i>Commercial Crime</i>	\$50,000 Each Occurrence
<i>Additional Insurance</i>	

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

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to TMD. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Respondent currently has in place; and (2) include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers compensation and professional liability must name the Texas Military Department of the State of Texas and its board, officers, employees, and agents as additional insureds.

Contractor must:

- A. provide all required written documentation under this section to the Contract Administrator.
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor’s performance under the contract.
- C. ensure (and represents by executing a Contract) that all required policies contain endorsements prohibiting cancellation except upon at least 30 days’ advanced written notice to TMD. The certificates of insurance must be addressed to the Texas Military Department of the State of Texas as the certificate holder.
- D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.
- E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include Contractor’s obligations under the Contract.
- F. obtain and maintain insurance policies that provide coverage for Contractor’s principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under the contract.

## **C.5 BONDS REQUIRED UNDER THE CONTRACT**

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

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

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

*Intentionally Left Blank*

**SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA**

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

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY	TMD PERSONNEL TO RECEIVE REPORT
As Delivered	As Delivered	Invoicing – Specific to the Contract	IFB Section B.2	<a href="mailto:Payables@military.texas.gov">Payables@military.texas.gov</a> with a copy to Contract Monitor

## SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS

### E.1 RESPONSE PREPARATION INSTRUCTIONS

#### Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of Respondent's response.
- B. Respondent must be available to provide clarification responses or attend requested meetings or demonstrations throughout the solicitation evaluation phase.
- C. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- D. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for disqualification of the response from further consideration unless stated otherwise within this solicitation.

#### Submission of responses

- A. Responses will be submitted via e-mail to: [Procurement@military.texas.gov](mailto:Procurement@military.texas.gov)
- B. Responses must be received by TMD no later than the deadline established in the solicitation.
- C. Respondent must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Respondent's policies, procedures, and post orders for which no deviation to TMD Policy is being requested, and other similar documents will not be submitted.
- D. Contractor must provide a weblink for each item being bid on in the space provided on attachment G.4 Mandatory Pricing Schedule. If a weblink is not available, then Contractor must provide product specifications sheet for each item bid.
- E. All bids and samples must be submitted by deadlines described on page 2 of this solicitation in the Anticipated Schedule Of Events.
- F. Deadline for TMD to receive Samples (one (1) of each item bid) **02/14/2025 2:00 PM CT.**
- G. Final products to be delivered to:

Camp Marby Billets  
2200 West 35th Street, Bldg. 83  
Austin, TX, 78703



## **E.2 AMENDMENTS TO THE SOLICITATION**

- A. If this solicitation is amended, all terms and conditions, which are not modified, remain unchanged.
- B. Respondents must acknowledge receipt of all 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. Respondent must submit the acknowledgement to TMD by the time specified for receipt of responses.
- D. Failure to acknowledge amendment(s) by Respondent may subject its response to rejection.

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

- A. Any response received 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 Respondent or its authorized representative.
- D. No responses can be withdrawn after closing date and time without approval by TMD. Should a Respondent, after closing time, request its response be withdrawn, the request must be made in writing.
- E. TMD is not responsible for submissions delivered to TMD after the date and time stated on the first page of this solicitation. This includes delays associated with courier delivery services. It is the Respondent's responsibility to ensure that it submits, and that TMD receives, its complete response timely. TMD recommends that Respondent submit their complete response well in advance of the due date and time stated on the Page 1 of this solicitation.
- F. TMD takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any TMD anti-virus or other security software.

## **E.4 SIGNATURES ON RESPONSE SUBMITTED**

- A. Responses from a partnership will be signed in the firm name by at least one general partner or in the firm name by an attorney-in-fact. Respondent will ensure that this response is notarized.
- B. Responses signed by an attorney-in-fact, will include a Power of Attorney evidencing the authority to sign response, dated and executed by all partners in the firm.

- C. Responses from a corporation will have the correct legal corporate name and the signature of an authorized officer of the corporation.
- D. The title of office held by the person signing for the corporation will appear below the signature of the officer.
- E. Responses from an individual doing business under a firm or fictitious name will be signed in the same name of the individual doing business under the proper firm name.
- F. Joint venture responses will be signed by all members or by a member of the joint venture if there is attached to the response a copy of the joint venture agreement evidencing that the response is signed by the member with authority to bind the joint venture.

#### **E.5 RESPONSE ACCEPTANCE PERIOD**

All responses will be valid for 360 days after the solicitation opening date and will constitute an irrevocable response to TMD for the 360-day period.

#### **E.6 CONTRACT AWARD**

- A. TMD may award one or more Contracts resulting from this solicitation to the responsible Respondent, whose response, meeting or exceeding specifications and will be most advantageous to TMD, cost or price and other factors, specified elsewhere in this solicitation, will be considered.
- B. A written award or acceptance of Response emailed or otherwise furnished to successful Respondent(s) within the time for acceptance specified in the response will result in a binding contract without further action by either party.

#### **E.7 TMD'S RIGHTS**

- A. TMD reserves the right to waive, change, add, or delete any terms or conditions of this solicitation.
- B. TMD may:
  - 1. reject any or all responses if such action is in the public interest;
  - 2. accept other than the lowest priced response; and
  - 3. waive minor informalities and minor irregularities in responses received.
- C. Waiver of deviations in any response will not constitute a modification of this solicitation and will not preclude TMD from asserting all rights against Respondent for failure to fully comply with all terms and conditions of this solicitation. Copyrighted responses are unacceptable and are subject to disqualification as non-responsive. TMD reserves the right to make any corrections or include additional requirements in the resulting contract prior to issuance which are necessary for TMD's compliance, as an agency of the State of Texas, with all state and federal requirements. TMD reserves the right to disqualify any response which asserts any copyright on any TMD-created form

which is specifically designated by this solicitation to be a form that will be completed and included in a response submitted in response to this solicitation.

- D. TMD reserves the right to reject any one response or all responses or portions of responses submitted in response to this solicitation.
- E. The submission of a response has the effect of waiving proprietary rights or confidentiality.
- F. All responses and any content provided by the Respondent are considered the property of TMD for use for the life of any resulting contract as determined by TMD with respect to the scope of the project.
- G. TMD reserves the right to use for its benefit ideas contained in the responses submitted.
- H. TMD is not liable for any costs or damages that may be incurred by respondents or prospective contractors in the preparation, formulation, or presentation of a response.
- I. In case of ambiguity or lack of clarity, TMD may adopt such interpretations as may be advantageous to TMD.
- J. Upon review of responses, TMD may select the Respondent's response(s) most advantageous to TMD, in its judgment, with whom to negotiate a final definitive contract(s).
- K. Such determination will be solely at the discretion of TMD. All representations made by TMD are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, or TMD.
- L. TMD reserves the right to withdraw this solicitation at any time for any reason.
- M. TMD reserves the right to award no contract and to solicit additional responses at a later time.
- N. 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.
- O. TMD will not hold a public response closing event.

## **E.8 RESPONSE SUBMISSION INSTRUCTIONS**

### **E.8.1 Contract Forms and Required Response Information**

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

- A. Solicitation, Page 1 (with amendment(s) noted on this page or signed amendment(s) attached to this form);

- B. Information Form;
- C. The name and address of Respondent's insurance carrier(s), along with a statement of liability from the carrier(s) issuing the policies saying that such policies are available to Respondent. For the purpose of responding to this solicitation, Respondent will not be required to purchase insurance, but must show the ability to provide such insurance as specified in the section entitled "Insurance Requirements," if Respondent's response is selected.
- D. A Redacted Solicitation and Contract response if applicable;
- E. Attachment G.1, Direct Deposit Authorization Form, completed if choosing direct deposit as a possible payment option;
- F. Attachment G.2, Application for Texas Identification Number;
- G. Documentation from the appropriate state entity that indicates that Respondent is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Account Status from the Comptroller of Public Accounts).

#### **E.8.2 Information Section**

- A. Cover Page: List name and address of Respondent, date of response, solicitation identifier, and signature of authorized official.
- B. Introduction: Clear expression of who Respondent is, to include an outline of organizational capabilities, goals, project management process approach, business process management design, other previous accolades, and a listing of all subcontractors.
- C. Information Sheet: Including all information required of Respondent and any subcontractors.
  1. Name and address (including telephone number) of Respondent and all subcontractors.
  2. Business form of Respondent and its subcontractors (e.g., corporation, partnership).
  3. Date and state of incorporation.
  4. Names and addresses of principal officers, directors, or partners.
  5. Demonstrated experience in providing the services requested in this.
- D. Respondent must identify and provide in its response a minimum of three references relating to past contracts or projects that are similar in size and scope. Respondent must provide, at a minimum, the name, email address, phone number, and title for each reference provided. Additionally, Respondent must provide project begin and end dates, brief descriptions of deliverables, overall costs, and scope of work performed.
- E. Project Schedule and Plan: A plan detailing how Respondent must have fully delivered initial order of commodities no later than 90-days from receipt of PO.

- F. Respondent must specifically address, within its response, the following requests for information as detailed throughout this solicitation. TMD has endeavored to include a complete listing of such submittal requests; however, in the event TMD omitted a requirement, Respondent is responsible for ensuring that all such information is included within its response.
1. B.1.1 Mandatory Pricing Schedule
  2. C.4 Samples
  3. C.4 Insurance
  4. All required submittals under Section E.8.1, Contract Forms and Required response Information and this section E.8.2, Information Section.
- G. Electronic and Information Resources (EIR) Accessibility. Respondent must provide documentation of the voluntary product accessibility template (VPAT) (<https://www.section508.gov/content/sell/vpat>) (including accessibility conformance reports or Respondent accessibility development services questionnaire as applicable) and Section 508 and EIR compliance for all components of the proposed goods or services. See Tex. Gov't Code Chapter 2054, Subchapter M; 1 Tex. Admin. Code Chapter 213; and 1 Tex. Admin. Code Chapter 206; and [WCAG 2.0 AA \(current and as subsequently amended\)](#) VPAT is a Respondent-generated statement (using the required template) that provides relevant information on how a Respondent's product or service claims to conform to the Section 508 Standards.
- H. Business Continuity and Disaster Recovery Plan. Respondent must submit, with its response, descriptions of its business continuity and disaster recovery plan and processes. If TMD awards a Contract under this solicitation, Contractor must submit, within ten days from Contract award, its plans regarding how Respondent will protect TMD's vital state records throughout the life of the Contract and for any record retention period required beyond the life of the Contract. The plans must include specific actions Contractor will take to meet TMD's essential function recovery times and the related artifacts for the methodologies, tests, and exercises used to validate its business continuity and disaster recovery plan. TMD may reasonably require Contractor to amend its business continuity and disaster recovery plan (based on TMD's dependence or necessity on the particular good or service).
- I. **Exceptions.** No exceptions should be included in a response. Respondent is encouraged, in lieu of including exceptions in its response, to address all issues that might be advanced by way of exception by submitting questions to TMD during the question and answer period. Respondent must identify any exception it takes to the solicitation for which it requests approval.

**A Respondent that takes any exceptions may result in its response being disqualified and deemed non-responsive to the solicitation. In this event, TMD will remove Respondent's response from further consideration. Additionally, TMD is prohibited by law from accepting certain exceptions, such as indemnifying Respondents. This is another reason why TMD strongly discourages Respondents from submitting exceptions.**

**If Respondent agrees to the terms of this solicitation in its entirety, Respondent should explicitly state that it takes no exceptions.**

**E.8.4 Cost and Pricing Response**

Respondent must provide the pricing schedules in the exact format noted in this solicitation.

**E.10 DISCUSSION AND CORRESPONDENCE**

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

Ronald L. Bullock CTCD, CTCM, Contract Administrator  
Texas Military Department (TMD)  
Procurement and Contract Services (P&CS)  
2200 West 35<sup>TH</sup> Street, Building 11  
Austin, Texas 78703-5218  
Email: [Procurement@military.texas.gov](mailto:Procurement@military.texas.gov)

Written responses to the questions will then be provided to all parties requesting copies of this solicitation through TMD's Procurement and Contract Services.

- B. Respondent should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.
- C. All respondents are specifically barred from making contact with any TMD personnel involved in this solicitation for the purpose of discussing its responses.
- D. Respondent may; however, seek clarifications of the solicitation through the written process described above.
- E. Respondent is reminded that **01/16/2025 at 2:00 P.M.** Central Time is the last day to submit written questions for clarification by TMD.
- F. The responsiveness of each response will be evaluated upon the written instructions provided throughout this solicitation and as described in Section F, Evaluation Criteria.
- G. Unauthorized contact with TMD personnel by any Respondent may result in Respondent's response being rejected in its entirety.

**E.11 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT**

TMD is a governmental body subject to the Texas Public Information Act (PIA), Tex. Gov't Code Chapter 552. The response and other information submitted to TMD by Respondent are subject to release as public information by TMD. The response and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies.

If it is necessary for Respondent to include proprietary or otherwise confidential information in its response or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality.

Merely making a blanket claim that the entire response is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire response subject to release under the PIA.

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

Under the Freedom of Information Act (FOIA), Texas Public Information Act (TPIA)/Open Records, and Privacy Act (PA) may request Proposals 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 e-mail to: [ng.tx.txarng.mbx.freedom-of-information-act@army.mil](mailto:ng.tx.txarng.mbx.freedom-of-information-act@army.mil)

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

If you need a special accommodation pursuant to the Americans with Disabilities Act (ADA) requirements, please contact our ADA Coordinator, Albany Sagent, at (512) 782-3831.

#### **E.12 AGENCY POSTING OF CONTRACTS**

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

Without prior written notice to Respondent, the redacted response may be posted on TMD's website as part of the contract per Tex. Gov't Code § 2261.253(a).

#### **E.13 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 anticipated schedule of event (on Page 2 of this solicitation).

TMD reserves the right, in its sole discretion, to change the above date(s). Notices of changes to items directly impacting the original solicitation process will be posted on the Electronic State Business Daily (ESBD) located at: <https://www.txsmartbuy.gov/esbd>.

Respondent should check the ESD on frequently for updates. Respondent is solely responsible for verifying receipt of its questions, if applicable, and responding by the deadlines stated. A Respondent's failure to periodically check the ESD for updates will in no way release the awarded Respondent 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 ESD on or before the date and time noted in the table listed in this solicitation. Respondent is solely responsible for verifying TMD's timely receipt of its questions by the stated deadlines.

***Intentionally Left Blank***



## SECTION F—EVALUATION CRITERIA

TMD will evaluate responses in accordance with the best value standard in Tex. Gov't Code § 2155.074. The specific criteria and relative weights are as follows.

<b>Criteria</b>	<b>Weight</b>
The quality of the goods - Appearance: Brightness/whiteness/general appearance/single colored (for Towels only: additionally Fluffiness, and thickness)	35 points
The quality of the goods - Feel: Softness/silkiness/smoothness/no texture pattern (for Towels only: additionally Fluffiness, and thickness, softness, silkiness, smoothness)	35 points
Total Cost of Commodities (based on all Sheets and Pillowcases)	15 points
Total Cost of Commodities (based on all Towels, Wash Cloths, and Bathmats)	15 points
Total	100 points

Vendor Performance Data: TMD will consider a Bidder's past performance in compliance with applicable provisions of Texas Gov't Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125 of the Government Code. The following examples indicate poor vendor past performance may affect a potential Contact award and will be considered during evaluation of Bids:

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

Contractor performance information is located on CPA's website at:  
<http://www.txsmartbuy.gov>

TMD may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Respondent Performance Tracking System, TMD may examine other sources of Respondent performance including, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of Respondent 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 Respondent performance based upon media reports. Any such investigations will be at the sole discretion of TMD, and any negative findings, as determined by TMD, may result in non-award to Respondent.

**SECTION G—LIST OF EXHIBITS**  
**By number and title**

- G.1 Direct Deposit Authorization Form 74-176 (Rev.9-2121)
- G.2 Application for Texas Identification Number #\_AP\_152
- G.3 Texas Military Department Standard Terms and Conditions Revision 4
- G.4 Mandatory Pricing Schedule