

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

CONTRACT NO. 952-38	SOLICITATION NO. TMD23-FIN-0030094	TYPE OF SOLICITATION Request for Proposal (RFP)	DATE ISSUED 12/14/2023
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REQUEST FOR PROPOSALS (RFP) – Employee Assistance Program (EAP) Provider

Respondent must submit electronic responses no later than 1/19/2023. 2:00 P.M. US Central time on TBD to the following email address: Procurement@military.texas.gov	FOR INFORMATION CONTACT: Kristine Brock, CTCD, CTCM Contract Administrator PHONE: (512) 782-3040 EMAIL: Procurement@military.texas.gov
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RESPONSE (Respondent must fully complete)

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

CERTIFICATION, DISQUALIFICATION, and REMEDIES

By signing this document, Vendor 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 Vendor for making false statements, including disqualifying the Vendor’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 three (3) years from that effective date. Additionally, TMD reserves the option to extend the contract for six (6) months period after the initial term with the same terms and conditions.

TMD will not allow changes after the Date of Award to terms and/or pricing. Vendor may negotiate price at time of renewal/extension (if applicable). 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.

“BAFO” means Best And Final Offer.

“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 entity, or organization 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 Vendor and TMD.

“Respondent” means the individual, business entity, or organization that submits a response in response to this solicitation with intent to contract with 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 services described in Section C, Statement of Work, on a no minimum, as needed, as requested basis. Pricing is firm fixed price for the Employee Assistance Program (EAP) Program 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 Employee Assistance Program (EAP) in compliance with all requirements of the Contract. Payments will be processed by TMD after written acceptance of the Employee Assistance Program (EAP) Program.
- C. Respondent must submit proposed pricing that includes all costs, fees, licenses, and expenses for Contractor's delivery of the Employee Assistance Program (EAP) Program and performance under the Contract and the final negotiated, contracted pricing for the Employee Assistance Program (EAP) Program 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. 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 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 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 mail 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).
- B. Regardless as to whether Direct Deposit is chosen, Contractor must submit a completed Texas Application for Payee Identification Number Form (Exhibit G.2) to the following address:

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

Reference: Contractor Set-up for Solicitation TMD23-FIN-0030094

Notes: Contact Kristine Brock when completed at (512) 782-3040 or payables@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. Texas Government Code Chapter 2251 (the Prompt Payment Act) will govern payment and accrual of interest on any overdue payments.
- B. 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.
- C. 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's payment as specified in this section or any amount specified, or any money determined to be due as specified in the Contract.
- B. If it is determined that the remaining amount of Contractor's payment is not adequate to cover the money determined to be due to TMD, then all remaining Contractor's payments will be withheld and an invoice issued to Contractor for the remaining amount due.
- C. Contractor must pay the invoiced amount within 30 days of receipt unless Contractor and TMD mutually agree on an alternative payment method.

B.3.3 Late Payment

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

B.3.4 Deductions for Unacceptable Compliance

If Contractor fails to comply with the terms of the Contract, TMD may withhold Contractor's payment. If non-compliance results in TMD purchasing goods or services from another entity to remedy the non-compliance, TMD will deduct those costs from the 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 186 days from date of the Contract's termination.

B.3.6 Debts and Delinquencies

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

B.3.7 Right to Offset

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

B.4 MANDATORY PRICING SCHEDULE

B.4.1 Initial Contract Term Pricing

Respondent must submit initial contract term pricing within the table provided in Exhibit G.3.

B.4.2 Optional Renewal Period Pricing

Respondent must submit optional renewal period pricing within the table provided in Exhibit G.3.

SECTION C - STATEMENT OF WORK

C.1 INTRODUCTION

The Texas Military Department (TMD) is seeking to enter into a Contract with an organization to provide coordination with TMD's Employee Assistance Program, or EAP. The company will provide confidential short-term counseling, resources, and referrals for employees, their dependents, and household members for free. The company's website should be user-friendly, meet disability accessibility standards and contain content with information, articles, and videos on topics like balancing work and family, issues with coworkers, anxiety and depression, legal and financial referrals, alcohol and substance abuse, and other life impacting issues.

C.2 PROJECT SCHEDULE AND PLAN

A draft project plan detailing how Respondent will provide or implement the requirements of this solicitation must be included within Respondent's response.

- A. A description of the project organization;
- B. A breakdown and detailed description of the different deliverables of the project;
- C. Expected dependencies that exist within the project plan;
- D. A schedule and work plan for the different deliverables of the project;
- E. Delegation of duties to each party for each of the tasks;
- F. Information regarding maintenance and support, along with standard project management components such as a risk management plan and a change management plan;
- G. Any proposed milestones and deliverables when the successful Respondent may submit invoices for payment;
- H. Any dependencies, caveats, or risks associated with the schedule;
- I. The methodology Respondent will employ to ensure the schedule is met.

C.3 MINIMUM REQUIREMENTS

The Texas Military Department (TMD) requires the successful Bidder meet or exceed the following requirements to provide an Employee Assistance Program (EAP) for state employees. All requirements as specified in SECTION 3: SCOPE OF SERVICES must be complete and in operation upon contract award.

SECTION 1: JOB DESCRIPTION

The EAP will provide the benefits and services described below under SECTION 3: SCOPE OF SERVICES for all current TMD state employees, including their dependents and any household member, regardless of age or relationship, residing in the employee's home, including their spouse, partner, significant other and their children. Additionally, any person meeting benefit eligibility prior to lay-off or termination of an employee will continue to be eligible for benefits up to six (6) months from the date of employee's lay-off or termination. Benefits should be extended for six (6) months from the date of employee's call within this timeframe.

SECTION 2: LOCATIONS

Services provided under the contract are to be available statewide within the State of Texas.

SECTION 3: SCOPE OF SERVICES

A. The EAP will provide a broad scope of services consisting of short-term counseling/treatment and/or referral for areas such as, but not limited to:

1. Stress
2. Financial Problems
3. Family Relationship Problems
4. Legal Problems
5. Alcohol/Drug Abuse
6. Marriage and Divorce Problems
7. Nutrition and Exercise
8. Child Care/Elder Care
9. Other problems that may reduce the employee's work performance

B. The EAP must provide client assessment and client referrals.

C. The EAP must schedule appointments within twenty-four (24) hours of initial contact and offer a minimum of six (6) counseling sessions per issue per employee.

D. The EAP shall include management referrals that require an employee to seek counseling services when the employee has demonstrated a potential need that is negatively impacting work performance. The EAP shall report back to TMD's Human Resources (HR) department whether the employee is attending and/or meeting the requirements of the mandated sessions, as a condition of continued employment.

E. The EAP shall provide TMD's HR Department with marketing and educational material including but not limited to website information, brochures, newsletters, and training catalogs.

F. The EAP must provide training and resources in addition to counseling. Training services shall be provided for TMD employees and managers including but not limited to:

1. Supervisory and management training to equip leaders with skills such as performance management and effective leadership
2. Organizational training
3. Professional development training
4. Stress and work-life balance
5. Personal well-being

Training services shall be provided at the request of TMD's HR Department and be available through in-person seminars/workshops and online webinars. A minimum of seven (7) training hours must be included per contract term. A complete description of all training services shall be provided by the Respondent.

G. The EAP shall include a SafeRide program where employees or eligible family and household members may be reimbursed for emergency cab fare or other transportation fees when they opt to use a cab or other paid transportation services instead of driving while impaired.

H. The EAP shall include unlimited group counseling services at the request of TMD's HR department for bereavement or crisis in the workplace.

I. The EAP shall provide TMD's HR department with utilization reports quarterly via email to the TMD point of contact including but not limited to the number of clinical cases, client demographics, referral sources, primary assessment problems, and assessment outcomes.

J. The EAP must provide office hours, at a minimum, of 8:00AM through 5:00PM Monday through Friday and must make a 24-hour hotline available to employees, eligible family, and household members. Each representative must hold a bachelor's degree, or above, in Social Sciences.

K. The EAP must assess client satisfaction with services provided.

L. The EAP must have in place a client grievance procedure.

SECTION 4: SUCCESSFUL RESPONDENT RESPONSIBILITIES

Successful Respondent must have the necessary licenses and certificates required to perform the services and maintain current and valid licenses, registrations, or certifications throughout completion of the required services. Successful Respondent must provide licenses and certificates upon request by the TMD. Failure to provide any of the required information may result in immediate disqualification of the bid response.

At least one of the following recommended licenses:

- Licensed Clinical Social Worker (LCSW)
- Licensed Clinical Social Worker – Supervisor (LCSW-S)
- Licensed Professional Counselor (LPC)
- Licensed Professional Counselor – Supervisor (LPC-S)
- Licensed Marriage and Family Counselor (LMFT)
- Licensed Marriage and Family Counselor – Supervisor (LMFT-S)
- Independently Licensed Clinical Psychologist (PsyD, PhD)

SECTION 5: CONTACT INFORMATION

TMD Point of Contact and alternate Point of Contact will be designated at time of award. Respondent shall communicate only with the established TMD HR Point of Contact for information or questions regarding the services to be performed under the Contract.

SECTION 6: ON-SITE REQUIREMENTS

Due to security requirements at some locations, successful Respondent must have a valid driver's license or government issued identification card to gain access.

SECTION 7: INSURANCE

Respondent must provide proof of personal and professional liability coverage.

C.4 TRANSITION

A. Transition Plan/Procedures

1. Example Transition Plan RFP Requirement—Respondent must provide within its response an example of a Transition Plan for a 90-day transition period that will meet industry and best practice standards. A transition plan is a documented plan that describes the steps necessary to turn the project’s product or service over to another business entity. The plan assures that all of the necessary steps for transitioning from one (1) entity to another entity are identified and that each of these steps include representation of all those who have assignments or who are affected by the transition’s outcomes.
2. Transition Plan Contract Requirement—Upon Contract award, Contractor, with the assistance of TMD, as part of the application maintenance and support requirements, must provide a detailed plan for transitioning (Transition Plan) all applications, data, software, and documentation (Application Data), in whole or in part, to a subsequent contractor, TMD or other entity. Contractor must provide a hardcopy and a softcopy of the Transition Plan.
 - a) Contractor must provide the Draft Transition Plan to TMD within 90 days of Contract award. See section entitled “Draft Transition Plan Contract Requirement.” This plan will be reviewed and tracked with the number of current cases still managed by the current vendor which also includes the closure of cases. This plan will also include a timeline of when all clients will be transferred to the new Vendor to complete ‘course of care (6 sessions limit)’.
 - b) Upon receipt of the Draft Transition Plan from Contractor, TMD will review it within **15 business days**. TMD and Contractor will negotiate any issues, requirements, or concerns in order to meet TMD’s transition needs prior to finalizing the Transition Plan.
 - c) As a result of such discussion, Contractor must modify the Draft Transition Plan and return the Draft Transition Plan to TMD for review and written acceptance within **15 business days**. Upon receipt of the updated Draft Transition Plan, TMD will have **15 business days** to review it.
 - d) This **15 business day** cycle, at a maximum, will continue between TMD and Contractor until it is determined the Transition Plan achieves TMD’s satisfaction. Upon TMD’s approval, TMD will notify Contractor of its written acceptance of the Transition Plan and upon such written acceptance, the Transition Plan will be incorporated by reference into the Contract.
3. Draft Transition Plan Contract Requirement—Respondent must provide a Draft Transition Plan for a 90-day transition period that meets industry and best practice standards and must include, at a minimum, step by step

processes, timelines, involved parties' responsibilities, knowledge transfer, training and functional requirements to ensure that transition of all application data includes without limitation:

- a) Detail of all hardware (if applicable) and associated operating software requirements necessary to support all applications.
 - b) Detail of all platform and development software necessary to support, maintain, and administer all application test, application production, and application monitoring environments.
 - c) Detail of all network hardware (if applicable) and software necessary to support, maintain, and monitor all application test, application production, and application monitoring environments.
 - d) Detail to ensure all Application Data can integrate with TMD or other identified entities' systems using standard web services or provide Application Programming Interface (API) tools that can be incorporated into TMD or other identified entities' applications or secure file transfer protocol with data encryption.
4. Updated Transition Plan Contract Requirement—Contractor must update the Transition Plan within 15 days following any enhancement services/work that alters the application or system design. Updates to the Transition Plan will follow the same TMD review, and approval process as stated in the Transition Plan Contract Requirement section.
5. Transition Procedures—TMD will ensure cooperation on the part of any subsequent contractor, other entity, or TMD personnel, depending on the entity to which TMD directs all or part of the Contract will be transitioned; however, Contractor must maintain responsibilities for all tasks, deliverables, and performance under the Contract during the transition period. At the end of the 90-day transition period, or earlier, depending on TMD approvals, the subsequent contractor, other entity, or TMD will assume full responsibility for all tasks, deliverables, and performance as directed by TMD.
- a) During the Contract term, additional updates to the Transition Plan may be required due to information, processes, or issues that originally were not included or addressed in the Transition Plan. Updates to the Transition Plan will follow the same TMD review and approval process as stated in the Transition Plan Contract Requirement section.
 - b) Knowledge transfer must occur over the entirety of the 90-day transition period. The knowledge transfer must take place by various methods as mutually agreed upon. Contractor must, at a minimum, coordinate and conduct two (2) formal classroom training sessions at a location mutually agreed upon by TMD and

Contractor. These sessions will focus on the specific Transition Plan requirements and any other tasks or activities identified by Contractor and TMD as needed to ensure a successful transition of technology necessary to continue applications operations. Training sessions will be completed no later than 60 days prior to the end of the transition period. Contractor, TMD and the subsequent contractor or other entity must meet a minimum of once per week to determine if further training or knowledge transfer is required. Current Vendor will ensure new vendor provides resources/referrals should the client need addition support during this transition period.

- c) TMD will make the determination of when the transition is complete and will provide Contractor and the subsequent contractor or other entity with formal written acceptance indicating such transfer of responsibilities. The formal transfer of duties will be documented, in writing, through a contract amendment to include acceptance signatures from TMD, Contractor, and the subsequent contractor or other entity.
- d) Activation of the Transition Plan approved by TMD under these provisions (the beginning of the 90-day transition period), will begin on Contractor's receipt of written notification from TMD that the Contract, in whole or in part, is being transitioned. Contractor must comply with these provisions and the Transition Plan. Contractor's failure to comply with these provisions and Transition Plan will constitute a material breach of the Contract.

C.5 TMD PERSONNEL

C.5.1. TMD's Contract Administrator

- A. The Contract Administrator for administration of the Contract is Kristine Brock.
- B. The telephone number for the Contract Administrator is 512-782-3040.
- C. The email address is Kristine.Brock@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.5.2 TMD's Contract Monitor/Project Manager

- A. The Contract Monitor for the Contract is Crystal Bryant.
- B. The telephone number for the Contract Monitor is 512-782-5162.
- C. The email address is Crystal.Bryant@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 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.6 INSURANCE REQUIRED UNDER THE CONTRACT

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

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

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence
<i>Professional Liability</i>	\$1,000,000 Per Occurrence
Including errors and omissions	\$2,000,000 Annual Aggregate

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 the 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.7 GENERAL CONFIDENTIALITY REQUIREMENTS

- A. All information provided by TMD or subrecipients to Contractor, created by Contractor, or overheard, seen, or otherwise obtained by Contractor in performing the obligations under the Contract is confidential and will not be used by Contractor or disclosed to any person or entity, unless such use or disclosure is required for Contractor to perform work under the Contract. The requirements in this section also apply to subcontractors. The obligations of this section do not apply to information that Contractor can demonstrate:
 - 1. Is publicly available;
 - 2. Contractor received from a third party without restriction on disclosure and without breach of contract or other wrongful act;
 - 3. Contractor independently developed without regard to TMD confidential information; or
 - 4. Is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that Contractor will furnish prompt written notice of such required disclosure and will reasonably cooperate with TMD at TMD's cost and expense, in any effort made by TMD to seek a protection order or other appropriate protection of its confidential information.
- B. Contractor must notify TMD in writing of any unauthorized release of confidential information within two (2) business days of when Contractor knows or should have known of such unauthorized release.
- C. Contractor must notify subrecipients in writing of any unauthorized release of confidential information within two (2) business days of when Contractor knows or should have known of any unauthorized release of confidential information obtained from sub-recipient(s).
- D. Contractor must maintain all confidential information, regardless whether obtained from TMD or from sub-recipient(s) in confidence during the term of the Contract and after the expiration or earlier termination of the Contract.

- E. If Contractor has any questions or doubts as to whether particular material or information is confidential information, Contractor must obtain the prior written approval of TMD prior to using, disclosing, or releasing such information.
- F. Contractor acknowledges that TMD's and sub-recipient(s)' confidential information is unique and valuable, and that TMD and sub-recipient(s) may have no adequate remedy at law if Contractor does not comply with its confidentiality obligations under the Contract. Therefore, TMD will have the right, in addition to any other rights it may have, to seek in any Travis County court of competent jurisdiction temporary, preliminary, and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of Contractor if Contractor fails to perform any of its confidentiality obligations under the Contract.
- G. Contractor must immediately return to TMD all confidential information when the Contract terminates, at such earlier time as when the confidential information is no longer required for the performance of the Contract or when TMD requests that such confidential information be returned.
- H. Information, documentation and other material in connection with the Contract, including Contractor's response, may be subject to public disclosure under the Texas Government Code Chapter 552.
- I. The Federal Bureau of Investigation (FBI) and TMD have computer security requirements. Contractor's and subcontractor's employees working on this assignment must sign and submit appropriate agreements and abide by these security requirements, within five (5) days of TMD's request.

C.8 SENSITIVE PERSONAL INFORMATION

To the extent this subsection does not conflict with the section entitled "General Confidentiality Requirements," Contractor must comply with both sections. To the extent this subsection conflicts with the section entitled "General Confidentiality Requirements," this section entitled "Sensitive Personal Information" controls.

- A. "Sensitive personal information" is defined as follows:
 - 1) An individual's first name or first initial and last name in combination with any one (1) or more of the following items, if the name and the items are not encrypted:
 - a) Social security number;
 - b) Driver's license number or government-issued identification number; or
 - c) Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or
 - 2) Information that identifies an individual and relates to:
 - a) The physical or mental health or condition of the individual;

- b) The provision of health care to the individual; or
 - c) Payment for the provision of health care to the individual.
- B. Sensitive personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.
- C. "Breach of system security" is defined as follows: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information Contractor maintains under the Contract, including data that is encrypted if Contractor's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of Contractor for the purposes of performing under the Contract is not a breach of system security unless the employee or agent of Contractor uses or discloses the sensitive personal information in an unauthorized manner.
- D. Contractor must implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure any sensitive personal information collected or maintained by Contractor under the Contract.
- E. Contractor must notify TMD, any affected subrecipients and the affected people of any breach of system security immediately after discovering the breach or receiving notification of the breach, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. However, Contractor must delay providing notice to the affected people and subrecipients at TMD's request, if TMD determines that the notification will impede a criminal investigation. Notification to the affected people will be made as soon as TMD determines that it will not compromise any criminal investigation.
- F. Contractor must give notice as follows, at Contractor's expense:
 - 1) Written notice;
 - 2) Electronic notice, if the notice is provided in accordance with 15 U.S.C. Section 7001;
 - 3) Notice as follows:
 - a) If Contractor demonstrates that the cost of providing notice would exceed \$250,000, the number of affected people exceeds 500,000, or Contractor does not have sufficient contact information for the affected people, Contractor may give notice as follows:
 - i. Electronic mail, if Contractor has an electronic mail address for the affected people;
 - ii. Conspicuous posting of the notice on Contractor's website;
 - iii. Notice published in or broadcast on major statewide media; or
 - b) If Contractor maintains its own notification procedures (as part of an information security policy for the treatment of sensitive personal information) that comply with the timing requirements for notice under this subsection entitled "Sensitive Personal Information," Contractor may provide notice in accordance with that policy.

- G. If this subsection requires Contractor to notify at one (1) time more than 10,000 people of a breach of system security, Contractor must also notify, without unreasonable delay, each consumer reporting agency (as defined by 15 U.S.C. Section 1681a) that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices.
- H. In the event of a breach of system security, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person, TMD, an agency of the State of Texas, may assess and enforce, as applicable and without limitation, cyber insurance coverage requirements, indemnification, duty to defend, liquidated damages, actual damages, sanctions, rights, claims, remedies and other amounts against Contractor in accordance with the contract that includes these Cyber Security Contract Requirements, and in accordance with other applicable law. Contractor understands that there may be constitutional and statutory limitations on TMD to enter into certain terms and conditions of the contract that includes these Cyber Security Contract Requirements and that any such terms and conditions will not be binding on TMD except to the extent authorized by the laws and constitution of the State of Texas.
- I. Contractor will not be responsible and liquidated damages may not be assessed due to a breach of system security caused entirely by someone other than Contractor, Contractor's subcontractor, or Contractor's agent. (This provision is not to be interpreted that Contractor is absolved of liability with any other sections pertaining to cyber security or data protection)
- J. Any liquidated damages assessed under the Contract may, at TMD's option, be deducted from any payments due Contractor. TMD has the right to offset any liquidated damages payable to TMD, as specified above, against any payments due to Contractor. If insufficient payments are available to offset such liquidated damages, then Contractor will pay to TMD any remaining liquidated damages within 15 days following receipt of written notice of the amount due.

C.9 PROGRAM MANAGER DELIVERABLES DURING THE EXECUTION PHASE

The execution phase involves execution of the work, outputs, and deliverables of the project. The execution phase is where the project activities are completed, and project deliverables are produced and delivered to TMD.

Contractor must provide to the Project Manager within fourteen (14) business days of entering this phase, which is identified in the Project Schedule, updates to the documents listed below. Changes to deliverables listed below are subject to the PM Project Change Control Process.

- A. Project Plan
- B. Project Schedule
- C. Business Requirements Documents (BRD) and Session Rating Scale (SRS)
- D. Requirements Development and Management Plan
- E. Data Migration Plan
- F. Configuration Document

Contractor must provide to the Project Manager within fourteen (14) business days of entering this phase, which is identified in the Project Schedule, the following documents:

- A. Training Plan detailing the outline of who will deliver training and when and where the training will occur. It must include training material and tools used to provide training.
- B. User Acceptance Testing (UAT) detailing the testing required for real scenarios, according to specifications.
- C. Pilot Plan that details the feasibility study or experimental trial of the project. The Pilot Plan will be conducted on a smaller scale, for a shorter period of time to allow TMD to learn how the project might work in practice.
- D. Go-Live Plan that details the first day the system will be in production.
- E. Implementation Plan that details the execution of the system to include the method, design, model, specification, standard, or policy for implementing the system.
- F. Validation Plan that defines how the system was tested and the results of the testing.
- G. Rollback Plan that defines the plan and process to return to the original state before the system was put into production.
- H. Release Notes that define any updates or changes to the system.
- I. Operations Support Manual that defines the operating procedures for TMD.

C.10 PROGRAM MANAGER DELIVERABLES DURING THE CLOSEOUT PHASE

The closeout phase is where the Project Manager will accept the final deliverables and the Project Manager will provide final acceptance of the system. Acceptance is based upon the success criteria defined in the planning phase of the project.

Contractor must provide to the Project Manager within five (5) business days of entering this phase, which is identified in the schedule, the documents listed below.

- A. Lessons Learned
 - Details the knowledge gained during the project and reflects how the events were addressed or should be addressed in the future with the purpose of improving future performance
- B. List of outstanding items that detail activities that will be carried out at a later date.
- C. List of all project defects identified during the project phases and closed.
- D. Final Acceptance Form exhibit, which is the formal acceptance of the completed project.

SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA

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

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY	TMD PERSONNEL TO RECEIVE REPORT
Other	Prior to Execution of Contract and upon renewal or replacement	Insurance Requirements	Contract, Section C.7	Contract Administrator
		Invoicing – Specific to the Contract		payables@military.texas.gov 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 24 hours a day, seven (7) days a week 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. Respondent's response must be paginated, contain a full table of contents, and have component sections clearly identified by bookmarks (electronic).
- B. Electronic responses must be received by TMD no later than the deadline established and submitted to:

Procurement@military.texas.gov

CC: Kristine.Brock@military.texas.gov

Attn: TMD23-FIN-0030094 – Solicitation Response

- C. Responses will demonstrate that Respondent's operations conform to applicable TMD, state, and federal policies and standards.
- D. Respondent must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Respondent's policies, procedures, and post orders for which no deviation to TMD Policy is being requested, and other similar documents will not be submitted.

E.2 AMENDMENTS TO THE SOLICITATION

- A. If this solicitation is amended, all terms and conditions, which are not modified, remain unchanged.

- B. Respondents must acknowledge receipt of all 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. Responses will be time stamped at the office designated in the solicitation on or before the date and time on Page 1 of this solicitation.
- B. Any response received at the designated location after the specified date and time will not be considered.
- C. Responses cannot be altered, amended, or modified by email or otherwise after closing date and time.
- D. Alterations made before closing time will be initialed by Respondent or its authorized representative.
- E. 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.
- F. TMD is not responsible for submissions delivered to TMD after the date and time stated on the first page of this solicitation. This includes delays associated with electronic mail 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.
- G. TMD takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any TMD anti-virus or other security software.

E.4 SIGNATURES ON RESPONSE SUBMITTED

- A. Responses from a partnership will be signed in the firm name by at least one (1) general partner or in the firm name by an attorney-in-fact.
- B. Responses signed by an attorney-in-fact, will include a Power of Attorney evidencing the authority to sign response, dated, and executed by all partners in the firm.
- C. Responses from a corporation will have the correct legal corporate name and the signature of an authorized officer of the corporation.

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

E.5 RESPONSE ACCEPTANCE PERIOD

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

E.6 CONTRACT AWARD

- A. TMD may award one (1) Contract resulting from this solicitation to the responsible 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 mailed 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 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 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 Volume One – Contract Forms and Required Response Information

This section will contain the following completed contract sections.

- A. Solicitation, Page 1 (with amendment(s) noted on this page or signed amendment(s) attached to this form).
- B. The name and address of 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.
- C. A Redacted Solicitation and Contract response (if applicable).

- D. Exhibit G.1, Direct Deposit Authorization Form, completed if choosing direct deposit as a possible payment option.
- E. Exhibit G.2, Application for Texas Identification Number.

E.8.2 Volume Two – Information Section

- A. Cover Page: List name and address of Respondent, date of response, solicitation identifier, and signature of authorized official.
- B. Introduction: Clear expression of who Respondent is, to include an outline of organizational capabilities, goals, project management process approach, business process management design, and other previous accolades.
- C. Information Sheet: Including all information required of Respondent key personnel.
 - 1. Name and address (including telephone number) of Respondent.
 - 2. Business form of Respondent and its key personnel.
 - 3. Date and state of incorporation (if applicable).
 - 4. Names and addresses of principal officers, directors, or partners (if applicable).
 - 5. A resume of key personnel who will be providing services in any resulting contract, both Respondent and employees.
 - 6. The response will include key project personnel as follows:
 - 1) Name
 - 2) Title (current)
 - 3) Education/License
 - 4) Experience related to projects the staff member was directly involved in.
- D. Assumptions: No assumptions should be included in a response. All issues or questions that might be advanced or addressed by way of assumption should be submitted to TMD. The inclusion of assumptions in a proposal may result in a Respondent not being awarded a Contract.
- E. 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.

For every instance where Respondent does not propose to comply or agree to a requirement or term in this solicitation, Respondent must clearly identify the specific section and language to which it takes exception, propose specific alternative language, and describe its reasoning for requesting the exception. Respondent must provide this information in the format prescribed by TMD. Respondent waives a requested exception if the exception deviates in any way from these requirements or the specific exception is not submitted with Respondent's response. TMD will not consider any exception that does not meet these requirements and the exception will be rejected without consideration.

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 vendors. 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 Volume Three – Cost and Pricing Response

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

NOTE: Respondent may offer alternate or additional services but must provide such offered services within the same format as detailed in this solicitation.

E.9 DISCUSSION AND CORRESPONDENCE

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

Kristine Brock, CTCD, CTCM, Contract Administrator
Texas Military Department (TMD)
Procurement and Contract Services (P&CS)
Email: Procurement@military.texas.gov

CC: Kristine.Brock@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. Respondent should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.
- D. All respondents are specifically barred from making contact with any TMD personnel involved in this solicitation for the purpose of discussing its responses.
- E. Respondent may; however, seek clarifications of the solicitation through the written process described above.
- F. Respondent is reminded that 1/19/2023 at 2:00 P.M. Central Time is the last day to submit written questions for clarification by TMD.
- G. The responsiveness of each response will be evaluated upon the written instructions provided throughout this solicitation and as described in Section F, Evaluation Criteria.
- H. Unauthorized contact with TMD personnel by any Respondent may result in Respondent's response being rejected in its entirety.

E.10 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT

TMD is a governmental body subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552. The response and other information submitted to TMD by Respondent are

subject to release as public information by TMD. The response and other submitted information are presumed subject to disclosure unless a specific exception to disclosure under the PIA applies.

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

In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the response that are considered by Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by Respondent as proprietary or confidential will be deemed subject to disclosure under the PIA. Respondent will irrevocably deem 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.

If Respondent's response contains any information which Respondent claims is confidential and not subject to release under the PIA, Respondent must indicate in their electronic mail (email) response the following information:

1. Complete Response Documents, [Respondent's Name], [TMD] SOLICITATION TMD23-FIN-0030094. CONTAINS CONFIDENTIAL INFORMATION."
2. A separate email containing complete copies of all of Respondent's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This separate email must also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. Respondent must indicate on the email "For Public Release: Redacted Version of [Respondent's Name], TMD SOLICITATION TMD23-FIN-0030094.

Under the Freedom of Information Act (FOIA), Texas Public Information Act (TPIA)/Open Records, and Privacy Act (PA) the public 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 email to: 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.

E.11 AGENCY POSTING OF CONTRACTS

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

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

E.12 ANTICIPATED SCHEDULE OF EVENTS

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

		Solicitation Posted to ESBD
1/3/2023	4:00pm CT	Last day to submit written questions for clarification to TMD
1/10/2023	4:00pm CT	Estimated date for TMD to post Question and Answer (Q&A) document to ESBD
1/19/2023	2:00pm CT	Deadline for TMD to receive responses

TMD reserves the right, in its sole discretion, to change the above date(s). Notices of changes to items directly impacting the original solicitation process will be posted on the Electronic State Business Daily (ESBD) located at: <http://www.txsmartbuy.com/esbd>. Respondents should check the ESBD frequently for updates. Respondent is solely responsible for verifying receipt of its questions, if applicable, and responding by the deadlines stated. A Respondent’s failure to periodically check the ESBD for updates will in no way release the awarded 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 ESBD on or before the date and time noted in the table listed in this solicitation. Respondent is solely responsible for verifying TMD’s timely receipt of its questions by the stated deadlines.

SECTION F—EVALUATION CRITERIA

TMD will be evaluating this Request for Proposal (RFP) according to the below criteria and relative weights.

EVALUATION CRITERIA:

TMD shall evaluate all responses to this RFP to determine best value in accordance with the following criteria:

	Points
Price	60
Technical Skills and Relevant Experience	40
TOTAL	100

Lowest-bid proposal will receive 60 points out of 60 for price; other proposals received will be weighted accordingly.

Technical Skills and Relevant Experience: Bidder must highlight the technical capacity of the company and staff to perform the services requested in Attachment B. Information submitted by Bidder in Section C.3. of this IFB may be used to assess the technical skills and relevant experience of the Bidder. Licensure referenced all employees must hold an advanced degree from a Masters or Doctorate Degree in accredited training program:

Social Work: The Council on Social Work Education (CSWE)

Counseling: The Council on Accreditation of Counseling and Related Education Programs (CACREP)

Marriage and Family Therapy: The Commission on Accreditation for Marriage and Family Education (COAMFTE)

Psychology: The American Psychological Association Commission on Accreditation (APA-CoA)

Only bid responses submitted by the bid opening deadline with required submittal documents, including attachments, addendums, amendments, and meeting qualifications will be considered. Failure to submit the required information may be cause for rejection of the bid response.

TMD reserves the right to:

- A. Waive informalities and minor irregularities in bids received.
- B. Consider respondent qualifications, equipment, facility, and references.
- C. Conduct studies and other investigations as necessary to evaluate any response.
- D. Request additional relevant information.
- E. Disqualify bid response based on unsatisfactory reference checks, reports, and records of service.

AWARD:

Award will be based on the most qualified, responsive, responsible Bidder and price. TMD will consider best value for the state as directed by Texas Government Code § 2155.074 when awarding a Contract. Award is contingent upon the availability of State and/or Federal funding.

ORDER OF PRECEDENCE:

Any conflicts in terms and conditions shall be resolved with precedence given to the following order of descending priority:

- A. Purchase Order;
- B. Terms and Conditions contained in the Request for Proposal; and
- C. Successful Bidder's response to RFP.

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, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TMD may initiate such examinations of vendor performance based upon media reports. Any such investigations will be at the sole discretion of TMD, and any negative findings, as determined by TMD, may result in non-award to Respondent.

SECTION G—LIST OF EXHIBITS
By number and title

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