



# INVITATION FOR BIDS TEXAS LOTTERY COMMISSION

Date: <b>April 2, 2012</b>	Page <b>1</b> of <b>55</b>
----------------------------	----------------------------

QUOTE F.O.B. DESTINATION

<b>RETURN SEALED BIDS TO:</b>
TEXAS LOTTERY COMMISSION Attn: Purchasing Section P.O. Box 16630 Austin, Texas 78761-6630

<b>HAND DELIVERIES/EXPRESS MAIL TO:</b>
TEXAS LOTTERY COMMISSION Attn: Purchasing Section 611 E. 6th Street Austin, Texas 78701

<b>BID OPENING DATE</b> <b>May 1, 2012 @ 3:00pm</b>
--

IFB Number: <b>RQ12-0538MB</b>
--------------------------------

BIDDER MUST FILL IN ALL ITEMS

<b>VENDOR I.D. NUMBER</b>
Name of firm
Street address
City, State, ZIP code
Attention:

- **IF NOT BIDDING, PLEASE DO NOT RETURN THIS FORM.**
- **IF BIDDING, BID MUST BE SIGNED.**
- **All bids must be quoted F.O.B. DESTINATION.**
- **Show bid Opening Date and Requisition Number in the lower, left hand corner of sealed bid envelope.**
- **Return address of firm should be on sealed bid envelope.**
- **BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS.**
- **THE LAWS OF THE STATE OF TEXAS MUST PREVAIL ON ALL BIDS.**

<b>BIDDER MUST SIGN BID MANUALLY OR BID WILL BE DISQUALIFIED</b>	
Authorized signature and title sign, ► here	Date

Check below if preference claimed under 34 TAC Section 20.38

- (  ) Agricultural product produced or grown in Texas    (  ) Produced in USA
- (  ) Produced in Texas and/or offered by Texas Bidder

	<b>SPECIAL INSTRUCTIONS</b>
	<p>NIGP COMMODITY CLASS-ITEM CODES: 578-53</p> <p>NOTE: ANY QUESTIONS REGARDING THIS BID MUST BE SUBMITTED IN WRITING TO E-MAIL: michelle.burkley@lottery.state.tx.us OR BY MAIL AT:</p> <p>TEXAS LOTTERY COMMISSION          ATTN: Michelle P. Burkley (IFB No. RQ12-0538MB)          P.O. BOX 16630          AUSITN, TX 78761-6630</p> <p><b>NOTICE TO BIDDERS:</b></p> <ul style="list-style-type: none"> <li>• <b>BID PRICING MUST BE SUBMITTED ON ATTACHMENT D. SEE SECTION 3.3 OF THIS IFB.</b></li> <li>• <b>THIS SHEET AND TWO (2) ATTACHMENT D COST SHEETS MUST BE SIGNED AND INCLUDED WITH YOUR BID OR BID WILL BE DISQUALIFIED.</b></li> </ul> <p><b>NOTICE TO BIDDERS:</b></p> <ul style="list-style-type: none"> <li>• <b>ALL BIDDERS MUST ATTEND A MANDATORY WORKSHOP AS STATED IN SECTION 3.7.2 OF THIS IFB.</b></li> <li>• <b>BIDDERS ARE RESPONSIBLE FOR CONTACTING THE TEXAS LOTTERY TO SCHEDULE A WORKSHOP DURING THE SPECIFIED TIME PERIOD.</b></li> <li>• <b>FAILURE TO ATTEND A MANDATORY WORKSHOP WILL RESULT IN DISQUALIFICATION OF THE BID.</b></li> </ul>

By signing this bid, Bidder certifies that if a Texas address is shown as the address of the Bidder, Bidder qualifies as a Texas Bidder as defined in 34 TAC Section 20.32(68).



# **TEXAS LOTTERY COMMISSION**

## **INVITATION FOR BIDS**

**All or Nothing Drawing Machines and Ball Sets**

**INVITATION FOR BIDS NO. RQ12-0538MB**

**PART 1 INTRODUCTION .....4**

1.1 PURPOSE OF INVITATION FOR BIDS .....4

1.2 INTENT .....4

1.3 SCHEDULE OF EVENTS .....4

1.4 CONTACT WITH BIDDERS.....5

1.5 BIDDER UNDERSTANDING OF IFB .....6

1.6 MANDATORY HSP WORKSHOPS.....6

**PART 2 GENERAL INFORMATION.....7**

2.1 AUTHORITY .....7

2.2 LOTTERY’S FINANCIAL OBLIGATIONS .....7

2.3 ISSUING AGENCY AND RIGHT TO AMEND IFB .....7

2.4 TEXAS LOTTERY COMMISSION OBLIGATIONS .....7

2.5 SUCCESSFUL BIDDER’S OBLIGATIONS.....8

2.6 BID TENURE .....8

2.7 NEWS RELEASES.....8

2.8 OPEN RECORDS .....8

2.9 CERTIFICATION.....9

**PART 3 RESPONSE REQUIREMENTS.....10**

3.1 INTRODUCTION .....10

3.2 NUMBER OF COPIES .....10

3.3 BIDDER’S COST .....10

3.4 REFERENCES.....11

3.5 EXPERIENCE OF THE BIDDER .....11

3.6 FINANCIAL SOUNDNESS.....11

3.7 HUB SUBCONTRACTING PLAN (HSP) .....11

3.8 STATEMENT OF NON-DISCRIMINATION .....15

3.9 CONFLICT OF INTEREST .....15

3.10 BIDDER POINT-OF-CONTACT .....16

**PART 4 CONTRACT SPECIFICATIONS.....17**

4.1 BACKGROUND .....17

4.2 “ALL OR NOTHING” DRAWING MACHINE SPECIFICATIONS .....17

4.3 BALL SETS.....20

4.4 SAMPLE BALLS .....21

4.5 BALL SET CASES .....21

4.6 INSTALLATION AND WARRANTY .....22

4.7 MAINTENANCE AND REPAIR .....23

4.8 SHIPPING CRATES .....23

4.9 DELIVERY DATE.....23

4.10 RECYCLING .....23

4.11 SHIPPING REQUIREMENTS.....24

4.12 WARRANTIES.....24

4.13 AWARD OF CONTRACT .....24

**PART 5 SELECTION PROCESS.....25**

5.1 PROHIBITION AGAINST UNAUTHORIZED CONTACT .....25

5.2 BID EVALUATION CRITERIA .....25

5.3 PROTEST PROCEDURE.....26

**PART 6 CONTRACT TERMS AND CONDITIONS .....27**

6.1 INTRODUCTION .....27

6.2 TERMINATION FOR CONVENIENCE.....27

6.3 TERMINATION WITHOUT PENALTY .....27

6.4	TERMINATION AND NEW CONTRACT AWARD.....	27
6.5	GOVERNING LAW .....	27
6.6	CONFLICT AMONG DOCUMENTS.....	27
6.7	ASSIGNMENT .....	28
6.8	INDEMNIFICATION .....	28
6.9	TAXES, FEES AND ASSESSMENTS.....	29
6.10	DISPUTE RESOLUTION .....	29
6.11	FORCE MAJEURE / DELAY OF PERFORMANCE.....	29
6.12	TERMINATION FOR CAUSE.....	30
6.13	BIDDER EMPLOYEES.....	31
6.14	TICKET PURCHASE.....	32
6.15	LIQUIDATED DAMAGES .....	32
6.16	PAYMENT .....	34
6.17	CONFIDENTIALITY .....	34
6.18	CODE OF CONDUCT .....	34
6.19	CHILD SUPPORT.....	35
6.20	AMENDMENT.....	35
6.21	WAIVER.....	35
6.22	ACCOUNTING RECORDS .....	35
6.23	RIGHT TO AUDIT.....	36
6.24	CONTACT WITH TEXAS LOTTERY COMMISSION EMPLOYEES.....	36
6.25	BIDDER CERTIFICATIONS.....	36
6.26	BIDDER ASSIGNMENT.....	37
<b>PART 7 CREATION OF WORKS, USE OF MATERIALS, OWNERSHIP BY TEXAS LOTTERY COMMISSION .....</b>		<b>38</b>
7.1	CREATION OF “WORKS” .....	38
7.2	TEXAS LOTTERY COMMISSION OWNERSHIP OF WORKS .....	38
7.3	WORKS SHALL BE “WORKS MADE FOR HIRE” .....	38
7.4	ASSIGNMENT OF RIGHTS TO THE WORKS .....	39
7.5	WAIVER OF MORAL RIGHTS TO THE WORKS .....	39
7.6	CONFIDENTIALITY OF THE WORKS .....	39
7.7	PRE-EXISTING RIGHTS.....	39
7.8	RIGHT AND AUTHORITY OF BIDDER .....	39
7.9	INJUNCTIVE RELIEF .....	40
7.10	SUCCESSFUL BIDDER NAME OR LOGO.....	40
<b>PART 8 ATTACHMENTS.....</b>		<b>41</b>
<b>ATTACHMENT A V.T.C.A., GOVERNMENT CODE § 466.155.....</b>		<b>42</b>
<b>ATTACHMENT B CONTACT/COMPANY INFORMATION.....</b>		<b>45</b>
<b>ATTACHMENT C REFERENCES.....</b>		<b>46</b>
<b>ATTACHMENT D COST SHEET.....</b>		<b>47</b>
<b>ATTACHMENT E DELIVERY LOCATION .....</b>		<b>48</b>
<b>ATTACHMENT F SCORING MATRIX.....</b>		<b>49</b>
<b>ATTACHMENT G BIDDER CERTIFICATION.....</b>		<b>50</b>
<b>ATTACHMENT H HUB SUBCONTRACTING PLAN .....</b>		<b>51</b>
<b>ATTACHMENT H-1 HUB SUBCONTRACTING OPPORTUNITY NOTIFICATION FORM.....</b>		<b>52</b>
<b>ATTACHMENT H-2 HSP QUICK CHECK LIST .....</b>		<b>53</b>
<b>ATTACHMENT I HUB VENDOR REFERENCE LIST.....</b>		<b>54</b>
<b>ATTACHMENT J USING THE COMPTROLLER OF PUBLIC ACCOUNTS DATABASES TO LOCATE HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS).....</b>		<b>55</b>

## PART 1 INTRODUCTION

### 1.1 Purpose of Invitation for Bids

The purpose of this Invitation for Bids (IFB) is to obtain bids from qualified vendors to provide four (4) Drawing Machines and ten (10) Ball Sets for a new on-line game, “All or Nothing”, for the Texas Lottery Commission (referred to herein as “Texas Lottery Commission”, “Texas Lottery”, “Lottery”, “Commission”, or “TLC”).

### 1.2 Intent

The Texas Lottery Commission intends to enter into a contract with the Successful Bidder to provide four (4) Drawing Machines and ten (10) Ball Sets for the Texas Lottery Commission, as more fully described in Part 4, Contract Specifications.

For purposes of this procurement, a “contract” includes a purchase order. “Bidder” means an individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or entity that submits a bid, such as agents, employees and representatives. “Successful Bidder” means the Bidder with whom the Texas Lottery executes a contract to provide the goods and services this IFB requires.

### 1.3 Schedule Of Events

The following time periods are set forth for informational and planning purposes only. The Texas Lottery Commission reserves the right to amend the schedule.

DATE	EVENT
April 2, 2012 (3:00 p.m., CENTRAL TIME)	Issuance of IFB
April 4 – 10, 2012	Mandatory HSP Workshops
April 12, 2012 (4:00 p.m., CENTRAL TIME)	Written Technical Questions Due (Late Questions will not be answered)
April 17, 2012 (5:00 p.m., CENTRAL TIME)	Final date for review of draft HSP forms and follow-up one-on-one HSP Workshops, Meetings, and Phone Conferences
April 19, 2012	Responses to Written Questions Issued
May 1, 2012 (3:00 p.m., CENTRAL TIME)	<b>DEADLINE FOR BIDS</b>
on or before May 11, 2012 (or as soon as possible thereafter)	Announcement of Award

## 1.4 Contact with Bidders

The sole point of contact with regard to all procurement and contractual matters relating to the goods and services described in this IFB will be Michelle P. Burkley. All communications concerning this procurement must be addressed in writing to:

Texas Lottery Commission  
Attention: Michelle P. Burkley (IFB No. RQ12-0538)  
P. O. Box 16630  
Austin, TX 78761-6630  
Phone: (512) 344-5146  
Fax: (512) 344-5063  
E-mail: michelle.burkley@lottery.state.tx.us

The physical address for overnight and hand deliveries is:

Texas Lottery Commission  
Attention: Michelle P. Burkley (IFB No. RQ12-0538)  
611 E. 6<sup>th</sup> Street  
Austin, TX 78701

Except for the point of contact, potential Bidders or their representatives shall not ask questions or otherwise discuss with Texas Lottery Commission representatives and employees the contents of this IFB. Failure to observe this restriction may result in disqualification. The restrictions shall not, however, preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Written inquiries concerning this IFB will be accepted by Michelle P. Burkley and responses will be posted on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/> and/or Texas Lottery website, [www.txlottery.org](http://www.txlottery.org), according to the timetable established in the Schedule of Events. Inquiries received after the deadline for written questions in the Schedule of Events may be reviewed by the Texas Lottery, but will not be answered. Any addenda or amendments, whether made as a result of a potential Bidder's written inquiries or otherwise, will be posted on the Electronic State Business Daily and/ Texas Lottery website. It is the responsibility of the Bidder to check these websites for any additional information regarding this IFB.

Inquiries shall be submitted by email and/or facsimile by the submission deadline. If there is any discrepancy between the electronic version (e-mail) and the printed version (facsimile) of a document, the printed version will control. The inquiries shall be emailed to:

Michelle.Burkley@lottery.state.tx.us

## 1.5 Bidder Understanding of IFB

By submitting a signed bid, a Bidder agrees that it fully understands this IFB and shall abide by the terms and conditions contained in it. No exceptions, amendments or deviations will be allowed in any bid unless agreed to in writing by the Texas Lottery Commission prior to bid opening. Unauthorized exceptions, amendments or deviations in the bid may result in disqualification. To be considered, bids must be received in the issuing office by **3:00 p.m. Central Time on May 1, 2012**. Late bids will not be considered and will not be returned.

It is the responsibility of the Bidder to verify timely receipt of the bid. If a Bidder discovers any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in this IFB, it shall immediately notify, in writing, the Commission point of contact and request clarification. If a Bidder fails to notify the Commission point of contact of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the Bidder shall submit a response at its own risk; and, if awarded a contract, the Successful Bidder shall be deemed to have waived any claim that the IFB and contract were ambiguous and shall not contest the Texas Lottery Commission's interpretation. In no event shall a Bidder be entitled to additional compensation, relief or time by reason of the above-listed defects or their later correction.

## 1.6 Mandatory HSP Workshops

All bids must include a completed Historically Underutilized Business (HUB) Subcontracting Plan (HSP) in the format required by the Texas Comptroller of Public Accounts. Prior to the submission of bids, the Texas Lottery requires each Bidder to participate in a mandatory one-on-one workshop (Mandatory Workshop) to discuss HSP requirements, answer any questions specific to meeting the HSP good faith effort requirements, and provide instructions on completing the required HSP forms. The Mandatory Workshop may be conducted on-site at the Texas Lottery headquarters or by conference call. In the Mandatory Workshop and any follow-up workshops, meetings or phone conferences, the Texas Lottery will not answer any questions that are not directly related to the HSP process. The Schedule of Events, Section 1.3, provides the planned dates for scheduling the Mandatory Workshop. **Bidders are responsible for contacting the Texas Lottery to schedule a workshop during the specified time period.** See Section 3.7 for additional information on the HSP and Mandatory Workshop.

## **PART 2 GENERAL INFORMATION**

### **2.1 Authority**

This IFB is issued in accordance with the State Lottery Act (Texas Government Code §466.001 et seq.) and the procurement rules of the Texas Lottery Commission. All bids submitted in response to this IFB are subject to the requirements of the State Lottery Act, regardless of whether specifically addressed in this IFB. All potential Bidders should read and be familiar with the State Lottery Act and the procurement rules of the Texas Lottery Commission.

### **2.2 Lottery's Financial Obligations**

The financial obligations of the Texas Lottery Commission and the performance by the Texas Lottery Commission under any contract resulting from this IFB are contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendments of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, the Texas Lottery Commission shall have no liability and shall be entitled to terminate any contract resulting from this IFB immediately without penalty.

### **2.3 Issuing Agency and Right to Amend IFB**

This IFB is issued by the Texas Lottery Commission and is subject to clarification, modification, amendment, alteration or withdrawal at the Texas Lottery Commission's sole discretion at any time prior to award, if in the Texas Lottery Commission's best interest. The decision of the Texas Lottery Commission shall be administratively final in this regard.

### **2.4 Texas Lottery Commission Obligations**

The Texas Lottery Commission shall not be responsible for costs incurred in responding to this IFB. The Texas Lottery Commission reserves the right to select qualified bids to this IFB without discussion of the bids with the Bidders. All bids will become a part of the Texas Lottery Commission's official procurement files and will be available for public inspection after contract award. The Texas Lottery Commission reserves the right to reject any or all bids received. No obligation is created by retention of these bids, nor is the Texas Lottery Commission committed to awarding a contract as a result of this IFB.

## **2.5 Successful Bidder's Obligations**

The Successful Bidder shall be responsible for the performance of all contractual obligations that may result from an award based on this IFB and shall not be relieved of obligations due to non-performance of any or all subcontractor(s).

A bid submitted in response to this IFB must identify any subcontractors and describe the contractual relationship between the Bidder and each subcontractor. The Successful Bidder must obtain written approval from the Texas Lottery Commission before subcontracting any portion of the contract requirements.

## **2.6 Bid Tenure**

All bids shall be valid for a period of sixty (60) days from the deadline for bids.

## **2.7 News Releases**

News releases pertaining to this IFB and/or any resulting contract or the goods and services to which they are related will not be issued without the prior written approval of the Texas Lottery Commission, and then only in accordance with explicit written instructions from the Texas Lottery Commission. The disclosure of any portion of the contents of any bid prior to the award of a contract under this IFB may result in disqualification.

## **2.8 Open Records**

The Texas Lottery Commission is subject to the Texas Public Information Act (Act) (TEX.GOV'T CODE CH. 552). Bids submitted to the Texas Lottery Commission in response to this IFB are subject to release by the Texas Lottery Commission as public information unless the bid or specific parts thereof can be shown to fall within one or more of the exceptions to disclosure provided in the Act, the State Lottery Act or other applicable law. If a Bidder believes that its bid, or parts thereof, is confidential under the Act, it must specify that either all or part is excepted by marking "Confidential" on each page or by each paragraph containing such information. The Bidder further must specify which exception(s) it believes applies for each portion marked "Confidential," with specific and detailed reasons. Vague and general claims to confidentiality are not acceptable. This is necessary so the Texas Lottery Commission will have sufficient information to provide the Attorney General of Texas, if an opinion is requested. The Attorney General previously has ruled the statutory exception in section 552.104 of the Act (Exception: Information Related to Competition or Bidding) generally does not apply after a contract has been awarded. All bids or parts of bids that are not marked as being confidential may automatically be considered public information after a contract has been awarded. The successful bid may be considered public information even though parts are marked "confidential."

## 2.9 Certification

Pursuant to TEX. GOV'T CODE § 466.103 (Prohibited Contracts), the Texas Lottery Commission Executive Director may not award a contract for the purchase or lease of facilities, goods or services related to lottery operations to a person who would be denied a license as a sales agent under TEX. GOV'T CODE § 466.155. By submitting a bid, each Bidder certifies that it has reviewed TEX. GOV'T CODE § 466.155 (attached hereto as **Attachment A**) and neither the Bidder nor any of the following would be denied a license as a sales agent: (i) Bidder's officers, directors, investors, owners, partners and principals, as more particularly described in TEX. GOV'T CODE § 466.155 (collectively, Bidder Principals); or (ii) any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of the Bidder or any of the Bidder Principals.

Additionally, as part of any bid, proposal or agreement, Bidder must provide written certification (**Attachment G**) that it would not be denied a license as a sales agent pursuant to TEX. GOV'T CODE § 466.155. **Attachment G** must be signed and returned with the bid; otherwise, the bid may be disqualified.

## PART 3 RESPONSE REQUIREMENTS

### 3.1 Introduction

Each Bidder may submit only one (1) bid. As required by Section 4.2.20, a Bidder must submit with its bid exactly two (2) Drawing Machine designs that meet the specifications of this IFB.

### 3.2 Number of Copies

Each Bidder must submit one (1) **signed** original bid and four (4) copies of the bid including the following:

- **Signed** bid Cover Sheet
- Attachment B – Contact/Company Information
- Attachment C – References
- Attachment D –Cost Sheet (**signed**)
- Attachment G –Bidder Certification (**signed**)
- Attachment H – HUB Subcontracting Plan Forms

The original and all copies must include all pages of the IFB requiring information. **Failure to provide signatures where required will result in disqualification of the bid.**

### 3.3 Bidder's Cost

Each Bidder shall state its pricing for the required goods and services as specified on the Cost Sheet (**Attachment D** to this IFB). Each Bidder must submit a separate Cost Sheet for each of the two (2) required Drawing Machine designs submitted with the bid. The Bidder must clearly identify the applicable Drawing Machine design on each Cost Sheet. For bid evaluation purposes, the cost assigned to a bid will be the average cost of the "Total Equipment Cost/Total Cost" set forth on the two (2) Attachment D Cost Sheets submitted with the bid.

The Successful Bidder will be paid based on the price in the contract for goods and services accepted by the Texas Lottery Commission under this IFB. No reimbursement is available to the Bidder beyond the amount agreed to be paid as the cost of goods or services provided. The costs of shipping and other such charges must be specifically identified on the Cost Sheet. Any such charges not identified by the Successful Bidder will be the Successful Bidder's responsibility.

### 3.4 References

Each Bidder must provide a minimum of five (5) verifiable references (**Attachment C** to this IFB) where similar goods or services have been provided or are presently being provided. The Texas Lottery Commission reserves the right to contact these references to verify Bidder's ability to provide the goods and/or services as specified.

### 3.5 Experience of the Bidder

Bidders shall disclose whether any of the following occurred during the last three years: (i) the Bidder has had a contract(s) terminated and, if so, shall provide full details, including the other party's name, address and telephone number; (ii) the Bidder has been assessed any sanctions or liquidated damages under any existing or past contracts with any state, provincial or other lottery or government agency and, if so, note the jurisdiction, the reason for and the amount of the sanction or liquidated damages for each incident; (iii) the Bidder has been the subject of any disciplinary action for substandard work or unethical practices or was debarred or suspended from engaging in any business, practice or activity; (iv) the Bidder has been involved in litigation with any lottery or governmental agency.

### 3.6 Financial Soundness

Bidders must provide evidence of financial responsibility and stability for performance of any contract awarded as a result of this IFB and must demonstrate the ability to finance the project described in its submission. TLC prefers an Audited Financial Statement but will accept the most recent two (2) years income tax returns and a compiled Financial Statement.

### 3.7 HUB SUBCONTRACTING PLAN (HSP)

#### 3.7.1 HSP Requirement

All bids must include a completed Historically Underutilized Business (HUB) Subcontracting Plan (HSP) in the format required by the Texas Comptroller of Public Accounts (CPA). The submission of an HSP that meets the good faith requirements set forth in the CPA's HUB rules is a pass/fail requirement of the bid.

The Texas Lottery has adopted the rules promulgated by the CPA regarding HUBs in 34 Texas Administrative Code (TAC) §§ 20.10 – 20.28 (See [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=5&ti=34&pt=1&ch=20&sch=B&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=20&sch=B&rl=Y)). By submitting a bid, the Bidder certifies that it has reviewed 34 TAC §§ 20.10 - 20.28. The CPA's Rule 20.14 addresses the specific HSP requirements.

#### 3.7.2 Mandatory HSP Workshop

**In accordance with Section 1.6, each Bidder must contact the Texas Lottery Commission to schedule a Mandatory Workshop to discuss the HSP requirements during the time period identified for such workshops in the Schedule of Events**

**(Section 1.3).** Workshops may be conducted on-site at the Texas Lottery headquarters or by telephone conference call. Information provided in the Mandatory Workshop and any follow-up workshops, meetings or phone conferences is intended solely to assist Bidders in complying with the HSP requirements set forth in the Texas statutes and the CPA's HUB rules, and shall not modify or amend any such requirements for any Bidder. Each Bidder is responsible for compliance with the HSP requirements under this IFB. Attendance at the Mandatory Workshop and the Texas Lottery's review of draft HSP forms does not guarantee that the HSP submitted with a bid will pass.

### **3.7.3 HSP Submission and Texas Lottery Review**

All bids must include an HSP in the format required by the CPA. Bidders should access and complete the interactive HSP forms on-line at the following CPA website link: <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>. The forms should be printed out and signed upon completion; they cannot be saved to a computer. **BIDS THAT DO NOT INCLUDE A COMPLETED HUB SUBCONTRACTING PLAN PREPARED IN ACCORDANCE WITH 34 TEXAS ADMINISTRATIVE CODE (TAC) § 20.14 SHALL BE REJECTED AND WILL NOT BE EVALUATED.**

The HSP form is also provided in **Attachment H** of this IFB. To determine whether a good faith effort has been performed as required by the HUB rules, the agency may request clarifications from Bidders, if necessary. The HSP will be reviewed based on the Bidder's submission and any clarifications requested by the agency.

### **3.7.4 Additional Assistance for Preparation of HSP**

*HSP Quick Check List and HUB Subcontracting Opportunity Notification Form.* Attached to this IFB is a HSP Quick Check List (**Attachment H-2**) prepared by the CPA and a HUB Subcontracting Opportunity Notification Form (**Attachment H-1**). **Attachment H-2** is intended to assist Bidders in preparing the HSP forms, but is not required to be submitted with bids. Bidders are encouraged to use **Attachment H-1** when sending notice of a subcontracting opportunity, if applicable.

*Additional Texas Lottery Commission Assistance.* During the period following issuance of the IFB and up to **April 17, 2012 @ 5:00 pm (CT)**, the TLC will:

- Review draft HSP forms submitted by any Bidder and provide feedback to that Bidder only; and/or
- Conduct follow-up one-on-one workshops, meetings, or phone conferences with a Bidder to discuss HSP requirements and/or to review draft HSP forms, at the Bidder's request.

The Texas Lottery also will respond to any written questions regarding the HSP process that are submitted in writing, up to the date of the deadline for bids, and will post its written responses in a separate document on the Electronic State Business Daily and

Texas Lottery web site. It is the responsibility of the Bidder to check these websites for any additional information.

### 3.7.5 Requirements for Completing the HSP Forms

*TLC's HUB Participation Goal.* The goods and/or services requested in this IFB are classified in the category of Commodities Contracts. **The agency's HUB participation goal for this IFB is 21%.**

*Requirements of a HUB subcontracting plan.* Each Bidder shall complete the HSP forms prescribed by the Comptroller (**Attachments H**) which shall include the following:

- (A) certification the Bidder has made a good faith effort to meet the requirements of 34 Texas Administrative Code (TAC) § 20.14;
- (B) identification of the subcontractors that will be used during the course of any contract resulting from this IFB;
- (C) the expected percentage of work to be subcontracted; and
- (D) the approximate dollar value of that percentage of work.

Each Bidder shall provide documentation required by the agency to demonstrate compliance with good faith effort requirements prior to contract award. If a Bidder fails to provide supporting documentation (phone logs, fax transmittals, electronic mail, etc.) within the timeframe specified by the agency to demonstrate compliance with this subsection prior to contract award, the bid shall be rejected for material failure to comply with advertised specifications.

#### **Bidder Intends to Subcontract**

For purposes of this IFB, a subcontractor is "A person who contracts with the Successful Bidder to work, to supply commodities, or contribute toward completing work for the Texas Lottery." Bidders who intend to subcontract any portion of any contract resulting from this IFB must indicate in the HSP form that they intend to subcontract, and must perform one of the three good faith effort methods identified below.

- **Method A (1): Using 100% HUB Subcontractors.** Bidder will exclusively use Texas certified HUBs for all identified subcontracting opportunities.
- **Method A (2): Meeting the Specified HUB Contract Goal.** Bidder will use Texas certified HUBs with whom the Bidder has contracted for five years or less in an aggregate percentage that meets the specific contract goal (21%).
- **Method B: Bidder: Good Faith Effort Outreach.** Bidder will perform good faith effort outreach by contacting at least three (3) Texas certified HUBS and two (2) minority or women trade organizations or business development centers for each identified subcontracting opportunity. **Bidders using this method must perform outreach even for areas where a Bidder has a pre-existing subcontracting relationship.**

**BIDDERS WHO INTEND TO SUBCONTRACT, AT A MINIMUM, MUST MEET ONE OF THE METHODS OUTLINED ABOVE. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION.**

### **Bidder Does Not Intend to Subcontract**

Bidders who intend to fulfill the entire contract with their own existing resources and employees, without subcontracting, must so indicate by checking the appropriate box in Section 2 of the HSP form, and by completing Sections 9 and 10 of the form.

Bidders must provide a written explanation of how all functions of the contract will be performed without the use of subcontractors. Bidders should refer to Section 9 of the HSP.

### **3.7.6 Subcontracting Opportunities**

The Texas Lottery has identified the following potential subcontracting opportunities under this IFB:

#### **CLASS 962: MISCELLANEOUS SERVICES, NO. 2**

##### Item Numbers and Commodity Descriptions:

86 Transportation of Goods and Other Freight Services

**3.7.7** The potential subcontracting opportunities listed above may or may not be areas that a Bidder would subcontract, depending on that Bidder's existing resources, employees, and business model. Further, Bidders are not limited to the list above, and may identify additional areas of subcontracting. Bidders who intend to subcontract are responsible for identifying **all areas that will be subcontracted**, and shall submit a completed HSP demonstrating evidence of good faith effort in developing that plan.

**3.7.8** **Attachment I** of this IFB contains a HUB Vendor Reference List generated from the CPA Centralized Master Bidders List (CMBL) and HUB Directory. This list is provided as a resource to assist Bidders in preparing and submitting the HSP. The Texas Lottery Commission does not endorse, recommend or attest to the capabilities of any company or individual listed. **Note that currently active certified HUBs will have a status code of "A."** All other status codes indicate that the vendor is inactive or not a HUB.

**Attachment J** of this IFB contains HUB/CMBL Directory Instructions for locating potential HUB subcontractors.

### **3.7.9 Post Contract Award**

#### a) Notification of Subcontractors

Following contract award, the Successful Bidder must provide notice to all subcontractors (HUBs and Non-HUBs) of their selection for the awarded contract.

The Successful Bidder is also required to provide a copy of each notice to the agency's point of contact for the contract no later than ten (10) working days after the contract is awarded. Bidders should refer to Section 4 of the HSP form for additional information about this requirement.

b) HSP Changes

Following contract award, proposed changes to the HSP must be submitted in writing by the Successful Bidder to the Texas Lottery for prior review and must be approved by the Texas Lottery in writing before becoming effective under the contract.

c) HSP Reporting

Following contract award, if the Successful Bidder is using subcontractors, the Successful Bidder shall maintain business records documenting compliance with the HSP and shall submit a monthly compliance report in the format required by the Texas Lottery. Each monthly compliance report shall be submitted to the Texas Lottery by the 10<sup>th</sup> day of the following month or on the date requested by the agency's HUB Coordinator or his/her designee. The submission of the monthly compliance report is required as a condition of payment.

### **3.8 Statement of Non-Discrimination**

The Successful Bidder shall comply with all applicable state and federal laws, rules and regulations involving nondiscrimination on the basis of race, color, religion, national origin, disability, sex or age.

### **3.9 Conflict of Interest**

Each Bidder must immediately disclose any actual, potential or perceived conflict of interest relative to the performance of the requirements of this IFB. Each Bidder must disclose any personal or business relationship of (a) itself, (b) any of its principals, officers, directors, investors, owners, partners, and employees (collectively, Bidder Personnel); (c) any spouse, child, brother, sister, or parent residing as a member of the same household in the principal place of residence of any Bidder Personnel; (d) any affiliate, or (e) any subcontractor with any employee or representative of the Texas Lottery (including the Texas Lottery Executive Director and its commissioners) or its prime vendors. As of the time of the issuance of this IFB, prime Texas Lottery vendors include, but are not limited to: GTECH Corporation, lottery operator; Scientific Games International, instant ticket manufacturer; Pollard Banknote Limited Partnership, instant ticket manufacturer; GTECH Printing Corporation, instant ticket manufacturer; TLP, Inc. dba Tracy Locke and LatinWorks, advertising services; Davila, Buschhorn and Associates, P.C., lottery drawings audit services; Elephant Productions, Inc., drawings broadcast services; Barker & Herbert Analytical Laboratories, Inc., instant ticket testing

services; Maxwell Locke & Ritter, LLP, annual financial audit and Mega Millions agreed-upon engagement procedures; Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C., outside counsel for intellectual property matters; Eubank & Young Statistical Consulting, LLC, statistical consulting services; Knight Security Systems, LLC, surveillance camera products and related services; and Elsym Consulting, Inc., internal control system and services. Additionally, any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship may be a cause for contract termination or disqualification of a bid.

This is a continuing disclosure requirement; any actual, potential or perceived conflict of interest commencing after submission of a bid (and for the Successful Bidder, after contract award) must be disclosed in a written statement within fifteen (15) days of its occurrence.

During the term of any contract resulting from this IFB, the Successful Bidder agrees that it, its subsidiaries, affiliates or divisions cannot contract with any primary vendor that currently provides services to the Texas Lottery.

### **3.10 Bidder Point-of-Contact**

Each Bidder shall designate a point of contact and provide the information requested in **Attachment B** to this IFB.

## **PART 4 CONTRACT SPECIFICATIONS**

### **4.1 Background**

The purpose of this IFB is to obtain bids from qualified vendors to provide four (4) Drawing Machines and ten (10) Ball Sets for a new on-line game, "All or Nothing", for the Texas Lottery Commission.

### **4.2 "All or Nothing" Drawing Machine Specifications**

- 4.2.1** The Successful Bidder shall be required to provide four (4) identical Drawing Machines that meet the required minimum specifications listed in this section 4.2 of the IFB. Each Bidder must indicate how its proposed Drawing Machines meet or exceed the established specifications. Drawing Machines must be new and unused.
- 4.2.2** Each Drawing Machine must contain one (1) mixing chamber that includes a device or method of mixing balls. Each machine shall have a selection head and display receptacle / tray. The display receptacle / tray must be capable of holding a minimum of twelve (12) balls. The display receptacle / tray shall allow for constant visual monitoring and broadcast presentation of the selection process. A loading rack for the mixing chamber is required. The loading rack holds the numbered balls prior to their release into the mixing chamber. The loading rack must be attached to the separation panel of the mixing chamber or attached to a controlled access door which opens out from the machine / mixing chamber. The loading rack must be capable of holding a minimum of twenty-four (24) standard ping-pong style balls. When a ball is selected, the ball shall travel from the mixing chamber through a delivery device (which is a transparent tube), then through a controlled access gate to the display receptacle / tray. The display receptacle / tray shall be below the mixing chamber. For aesthetics, a Bidder may submit a proposed method of ball delivery occurring at another area or by other means.
- 4.2.3** A controlled access gate and lever is required between the delivery device and the display receptacle / tray. The gate is required to automatically close after the ball has traveled from the mixing chamber through the delivery device and into the display receptacle / tray. The controlled access gate and lever shall also be capable of manual selection.
- 4.2.4** Each Drawing Machine's mixing chamber shall be constructed of clear acrylic or other similar clear material / substance and shall be ½ inch or more in thickness to allow for sound suppression of the mixing process. All visible material / substance on the Drawing Machines must be non-reflective to avoid hot spots during the televised productions of drawings. All material / substance on the top, front, side, and back of the Drawing Machine shall be no less than ½ inch in thickness to allow for lighted or color edging. Each Drawing Machine base cabinet shall be ¾ inch or more in thickness

and shall be insulated for sound proofing to suppress the noise emitted by the compressor and blower units.

- 4.2.5** Each Drawing Machine shall be at least 55 inches, and no more than 57 inches, in height from the floor to the top of the Drawing Machine.
- 4.2.6** Each Drawing Machine must provide an unobstructed view of the mixing and selection process. Each Drawing Machine must be able to randomly select balls both automatically and manually. All mixing and selection of balls must occur in full view of the drawing team and viewing public. The balls must be completely visible at all times to the public and the drawing team throughout the broadcast of the ball drop, mix, selection, and delivery process.
- 4.2.7** The selection process shall be both by remote control and from a control panel on each Drawing Machine, with automatic, semi-automatic, and manual selection capabilities.
- 4.2.8** Each Drawing Machine must have an automatic selection mode that will involve the start of the delivery (dropping the balls); the process would then mix and select the balls automatically. The Drawing Machine must have a semi-automatic selection mode where the drawing official selects start (which drops and mixes the balls), or the drawing official selects drop (which drops the balls) and then selects mix (which mixes the balls) and pushes select (and the balls are selected at a timed interval). The Drawing Machine must have a manual selection mode where, at the command of the drawing official, the balls are dropped, mixed and manually selected with the lever.
- 4.2.9** The balls will be selected either (i) automatically at timed intervals, (ii) manually at the command of the drawings official, or (iii) by remote control operation. Each Drawing Machine must be equipped with an easily accessible activation switch(es) for automatic, semi-automatic, or manual ball selection.
- 4.2.10** The remote control for each Drawing Machine and the control panel on each Drawing Machine shall allow for the capability of the operator to set the parameters for the game.
- 4.2.11** Each Drawing Machine shall be designed so that the average time for a ball to be drawn is one (1) second or less. The cables for the remote control must be no less than 50 feet in length. Controls for the Drawing Machine must be capable of being operated out of sight of television cameras. Each Drawing Machine must be designed in such a manner that the on-air personality at the Drawing Machine will also have the ability to initiate the automatic, semi-automatic, or manual game mode selection activation. External or remote controls for the gates and mixing method are required.
- 4.2.12** Each Drawing Machine shall be mobile to allow for movement to and from a storage location to the TLC Drawing Studio floor and have recessed handles on one or both sides. The Drawing Machines must be mounted on swivel casters / transport wheels not less than three (3) inches, and no more than four (4) inches, in diameter, with foot-

operated locking capability. Casters must be heavy duty and capable of easy movement over carpeted areas.

**4.2.13** The Drawing Machines must be level.

**4.2.14** The Drawing Machines shall have transport cases or custom crates to allow for the movement to another location or shipment to and from the manufacturer. (Refer to Section 4.8 on Shipping Crates.)

**4.2.15** Each Drawing Machine must meet or exceed Underwriter Laboratory (U/L) specifications. The Drawing Machines must operate on at least 110 volt, 60 Hz, AC current and have the capability to be operated by a backup generator in the event that normal power is not available. Each Drawing Machine must come equipped with a power cord, a minimum of 15 feet in length and rated for 125 volts, with 20 amp three (3) prong twist lock male end. Additionally, four (4) regular power cords, a minimum of 25 feet in length, equipped with a three (3) prong flat-blade male end with the same electrical specifications are also required.

**4.2.16** The design of each Drawing Machine must assure the completely random selection of official numbers drawn and that the Drawing Machine is tamper-proof. Bidders must provide a design of the Drawing Machine proposed.

**4.2.17** Bidders shall specifically state whether the Drawing Machines are of custom design, and what modifications may be made to the equipment to customize the equipment for use by the Texas Lottery. A professional diagram / illustration is required, and a photograph, if available, of the proposed Drawing Machines may be included with the bid. The diagram / illustration must include, at a minimum, detailed dimensions, height, width, length and any other applicable measurements or specifications of the Drawing Machines.

**4.2.18** Bidders must identify any items not specified by the Lottery which are necessary for the operation of the Drawing Machines. The cost of any such items shall be included in the base price to be provided by the Bidder.

**4.2.19** Bidders must provide a service history for the last four years (2008–2011) for the same or similar type of Drawing Machines being proposed in this bid. Service history should identify any problems in service, installation or repair that have been experienced by other lottery jurisdictions in the utilization of equipment identical or similar to the Drawing Machines being offered to the Texas Lottery Commission.

**4.2.20** Bidders must submit exactly two (2) Drawing Machine designs that meet the IFB specifications of this Section 4.2. Bidders must comply with the requirement in Section 3.3 to submit a separate Cost Sheet (**Attachment D**) for each design.

**4.2.21** The Texas Lottery will select the colors utilized for tinting of the chambers and cabinet finish. Bidders shall provide material samples reflecting the color choices for the tinting of the chambers and the cabinet finishes as a part of their bids.

**4.2.22** Samples required hereunder must be furnished free of expense to the state. If not destroyed in examination, samples may be returned to the Non-Awarded Bidders at the Bidder's expense. Bidders must indicate below if they wish to have their sample(s) returned and provide shipping account information. If box is not checked, samples will be destroyed or submitted as surplus property to the state.

Yes, upon completion of the procurement process, I wish to receive all sample(s) provided with the bid if I am not selected as the Successful Bidder.

Return shipping carrier and account number is: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4.3 Ball Sets

**4.3.1** The Successful Bidder shall be required to provide ten (10) Ball Sets that meet the specifications listed in this Section 4.3 of the IFB. Each Bidder shall indicate how its proposed Ball Sets meet or exceed the established specifications. All balls shall be designed to prevent the deterioration of the numbers on the surface of the balls.

**4.3.2** Each individual ball will be a designated color as specified by the Texas Lottery Commission.

**4.3.3** The balls shall be standard ping-pong style balls and will be imprinted a minimum of six (6) times.

**4.3.4** Each Ball Set shall consist of twenty-four (24) balls numbered one (1) through twenty-four (24). The font of the numbers on each ball is to be no smaller than 3/4 inches. The color for the numbers will be black. Each of the numbers on each ball must also be underscored. The underscore shall be black.

**4.3.5** **The Texas Lottery requires the following display pattern for the balls in each set:** The number must appear on each ball six (6) times: four (4) times around the equator and once on each axis, as follows: four (4) times around the equator (the pattern being, # right side up, # upside down, # right side up, # upside down); one time on each axis pole (the pattern being, # right side up, # upside down); with this pattern the #'s opposite each other will show to be the same on each side. Bidders may, as an option,

propose a different / optional display pattern; however, a Bidder must demonstrate that the optional display pattern is more recognizable by the announcer and readable by a viewing audience than the requested display pattern, prior to the optional display pattern being accepted by the Texas Lottery.

- 4.3.6** Each ball shall be coated with a smooth non-reflective clear finish that will enhance the display of the ball and reduce any glare or hot spots.
- 4.3.7** The Successful Bidder shall utilize an independent laboratory to certify the weight of each ball in each Ball Set, providing for less than the allowed amount of variation, as specified below. All balls must be weight certified and delivered to the Texas Lottery with documentation illustrating the weights. Each Ball Set must be in a sealed case upon receipt.
- 4.3.8** Each individual ping pong ball must weigh between 2.5 - 2.7 grams, with a variance no greater than plus or minus (+/-) 0.095 grams based on the average weight of the balls in its set.
- 4.3.9** Each ball must pass through a die with 1.515-inch hole at the axis and the equator, without exerting force. The ball will not pass through a die with a 1.465 inch hole.
- 4.3.10** Each of the ten (10) Ball Sets shall be accompanied by a set of certified ball weights from an independent laboratory / source.

#### **4.4 Sample Balls**

- 4.4.1** A Bidder shall include with its bid a minimum of four (4) white sample balls for the Ball Sets, including examples of at least two (2) balls displaying single digit numbers and two (2) balls displaying double digit numbers. The sample balls must meet or exceed the specifications set forth in this IFB, but do not need to be certified. The final decision of the designated color(s) for the Ball Sets will be made solely by the Texas Lottery Commission.
- 4.4.2** Samples required hereunder must be furnished free of expense to the state. If not destroyed in examination, samples may be returned to the Non-Awarded Bidders at the Bidder's expense (Refer to Section 4.2.22).
- 4.4.3** If a Bidder proposes a different display pattern than the pattern specified in Section 4.3.5 of this IFB, the Bidder must also include a minimum of two (2) sample balls representing the optional display pattern, with one ball displaying a single digit number and one ball displaying a double digit number, in addition to the four (4) sample balls required under Section 4.4.1.

#### **4.5 Ball Set Cases**

- 4.5.1** The Successful Bidder shall be required to provide a lockable case for each Ball Set with the capability of accepting security seals. Each Bidder must indicate how its proposed

Ball Set cases meet or exceed the specifications set forth in this Section 4.5. A sample Ball Set case is not required to be submitted with a bid.

**4.5.2** The Ball Set cases shall be of sufficient size to allow for placement of all balls in a Ball Set.

**4.5.3** Each Ball Set case shall be a briefcase style that can be sealed. The Ball Set cases must have foam storage inserts.

#### **4.6 Installation and Warranty**

**4.6.1** The Successful Bidder shall be responsible for **inside delivery** and installation of the Drawing Machines at the Texas Lottery Headquarters Drawings Studio located in Austin (See Attachment E). Delivery dates and times must be coordinated with the TLC purchaser, assigned facilities staff and the TLC Drawings Section. The Successful Bidder shall also provide full-time assistance on-site at TLC headquarters for at least two (2) business days after delivery to train Texas Lottery staff and test the Drawing Machines.

**4.6.2** All Drawing Machine equipment is subject to approval and acceptance by the Lottery after on-site testing is completed. All testing expenses, including the cost of personnel provided by the Successful Bidder, are the responsibility of the Successful Bidder. The Texas Lottery will employ an independent statistician to develop testing matrices for the Drawing Machines and Ball Sets. The independent statistician will analyze test data for randomness as part of the acceptance process. Testing will include the weighing of all balls to ensure weights are within allowable tolerances.

**4.6.3** The Successful Bidder shall warrant and provide maintenance and repair, including emergency repair, on all Drawing Machine equipment for one (1) year from the date of acceptance. The Successful Bidder shall be responsible for all repair expenses, including labor and parts replacement during the warranty period.

**4.6.4** The Successful Bidder shall bear all expenses related to travel, hotels, per diem, car rental, etc. required to accomplish each repair / service call. The Successful Bidder must arrive at the Texas Lottery Commission within forty-eight (48) hours of a service request by the Texas Lottery for an emergency repair / service call.

**4.6.5** All warranty and repair service must be performed by fully trained and qualified technicians.

**4.6.6** The Successful Bidder must furnish the Lottery with an adequate supply of screws, nuts, bolts and other small devices used in Drawing Machine repair and maintenance which are susceptible to damage or loss.

**4.6.7** The Successful Bidder must furnish a sample of cleaning liquid and cloth/towels recommended for routine cleaning.

**4.6.8** The Successful Bidder must furnish an operating manual including design schematics and recommended routine maintenance.

**4.7 Maintenance and Repair**

For the period following the expiration of the one (1) year warranty period, the Successful Bidder must provide maintenance and repair for the Drawing Machines procured under this IFB under a separate agreement with the TLC. The cost of such maintenance and repair is not included in this IFB.

**4.8 Shipping Crates**

The Successful Bidder shall provide reusable shipping crates for the Drawing Machines that can be utilized for the transport of Drawing Machines to remote drawing sites. The crates shall be designed to protect the Drawing Machines from damage during such transport and shall include casters to assist in the movement of the shipping crates. The crates shall be designed to open and close easily and repeatedly by use of wing nuts, bolts or similar hardware. Each crate must open from one (1) side only and include sufficient devices to accommodate seals so the crate can be sealed to prevent any opening or tampering.

**4.9 Delivery Date**

Timely delivery of the goods ordered pursuant to this IFB is a high priority. The Successful Bidder must deliver the four (4) Drawing Machines and ten (10) Ball Sets and cases required under this IFB to the Texas Lottery within eighty **(80) calendar days** following issuance of a purchase order. Failure of the Successful Bidder to deliver the ordered goods by the required deadline may result in the assessment of liquidated damages under Section 6.15.5.

The Texas Lottery Commission requires notification fifteen (15) business days prior to the delivery date of the Drawing Machines and Ball Sets and cases. The delivery date shall be coordinated with the Texas Lottery Commission Drawings Section. **(See Attachment E)**.

**4.10 Recycling**

Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product bid on this solicitation contains recycled materials, please identify the item number and report the percent of all recycled and post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale.

Recycled Material used? Yes or No \_\_\_\_\_%

Post-consumer material used? Yes or No \_\_\_\_\_%

#### 4.11 Shipping Requirements

**The following information outlines the standard requirements by which the Successful Bidder shall abide by when conducting business with the Texas Lottery Commission. It also specifies packaging and shipping procedures required by the Texas Lottery.**

A. All shipments are to be F.O.B Destination, Inside Delivery Required.

B. All shipments shall be sent using qualified contractor(s) and shall meet or exceed the following minimum security and shipping standards:

- Lock and seal cargo services.
- Coordination of delivery times.
- Crates are padded and strapped.

C. Any damage to the goods provided hereunder during shipment shall be the responsibility of the Successful Bidder.

D. Goods must be packed in cases and crated appropriately so that damage does not occur during shipping.

E. The Successful Bidder must affix to the front of each crate a label with the Texas Lottery Commission name, Purchase Order number, and date shipped.

F. The Successful Bidder shall affix a packing list to the lead case of the shipment. This packing list shall have the following information: Texas Lottery Commission purchase order number, Texas Lottery Commission product description, quantity of product shipped, and date shipped.

G. Agency point of contact regarding shipping requirements only: Facility Manager @ (512) 344-5363.

#### 4.12 Warranties

The Successful Bidder warrants all goods it furnishes under this IFB shall be free from defects in title, design, material and workmanship. The Successful Bidder shall inform the Texas Lottery Commission within 48 hours of learning of any recalls, manufacturer defects, etc. of any part or components furnished under this IFB.

**THE TEXAS LOTTERY COMMISSION REQUIRES TEN (10) WORKING DAYS FROM THE DATE OF DELIVERY TO VERIFY THE QUANTITY AND CONDITION OF EACH PRODUCT DELIVERED BEFORE DECLARING THAT THE PRODUCT IS RECEIVED UNDER THE PROMPT PAYMENT LAW.**

#### 4.13 Award of Contract

The Successful Bidder shall be notified of award by the Texas Lottery Commission Purchasing Department.

## PART 5 SELECTION PROCESS

### 5.1 Prohibition Against Unauthorized Contact

The Texas Lottery Commission is committed to a procurement process that maintains the highest level of integrity. Accordingly, Bidders, as well as their agents, liaisons, advocates, lobbyists, “legislative consultants,” representatives or others promoting their position, are limited to those communications authorized by and described in this IFB. Any attempt to influence participants, whether that attempt is oral or written, formal or informal, direct or indirect, outside of the IFB process is strictly prohibited.

Should allegations of improper contact be made prior to any contract award, the TLC Executive Director may investigate those allegations and, in his sole discretion, disqualify a Bidder.

### 5.2 Bid Evaluation Criteria

Pursuant to TEX. GOV'T CODE §2261.052(a) (“Determining Lowest and Best Bid or Proposal”), in determining the lowest and best bid or proposal, a state agency shall consider:

- (1) the Bidder’s price to provide the goods or services;
- (2) the probable quality of the offered goods or services; and
- (3) the quality of the Bidder’s past performance in contracting with the agency, with other state entities, or with private sector entities.

In addition to these factors, the Texas Lottery Commission reserves the right to consider the following and any other factors deemed relevant to evaluate the bids and determine the “Best Value” for the commission:

- (1) the Bidder’s experience in providing the requested goods and services.
- (2) The qualifications of the Bidder’s personnel.
- (3) the financial status of the Bidder.
- (4) whether the Bidder performed the good faith effort required by the HUB subcontracting plan, when the agency has determined that subcontracting is probable.

**All bid responses that do not meet the minimum specifications set forth in this IFB may be rejected and the corresponding bids disqualified.**

The scoring matrix that will be used to evaluate bids in this IFB is included as **Attachment F**.

For bid evaluation purposes, the cost assigned to a bid will be the average cost of the “Total Equipment Cost/Total Cost” set forth on the two (2) Attachment D Cost Sheets submitted with the bid.

Texas Lottery Commission reserves the right to accept or reject in whole or in part any bid submitted pursuant to this IFB, and to waive minor technicalities when in the best interest of the Texas Lottery Commission and the state. Texas Lottery Commission assumes no liability for the cost or preparation of submission of any bid submitted pursuant to this IFB.

### **5.3 Protest Procedure**

Any protest in connection with this IFB shall be governed by TEX. GOV'T CODE § 466.101 and 16 TEX. ADMIN. CODE §§ 401.102-103.

## **PART 6 CONTRACT TERMS AND CONDITIONS**

### **6.1 Introduction**

This part sets forth terms and conditions applicable to the procurement process as well as terms and conditions that will become part of any contract resulting from this IFB. The Texas Lottery Commission reserves the right to incorporate additional provisions in any contract in the best interest of the Texas Lottery.

### **6.2 Termination for Convenience**

The Texas Lottery Commission, in its sole discretion, may terminate any contract, in whole or in part, entered into as a result of this IFB at will and without cause on thirty (30) days' written notice to the Successful Bidder. The Texas Lottery also may terminate any contract immediately, with written notice, if in the Texas Lottery Commission Executive Director's sole judgment the integrity or security of the Texas Lottery Commission is in jeopardy and it is in the best interest of the Texas Lottery Commission to do so. The Texas Lottery's right to terminate for convenience any contract resulting from this IFB is cumulative of all rights and remedies which exist now or in the future.

### **6.3 Termination without Penalty**

Pursuant to TEX. GOV'T CODE § 466.014(c), the TLC Executive Director is permitted to terminate any contract entered into as a result of this IFB, without penalty, if an investigation reveals that the Successful Bidder would not be eligible for a sales agent license under TEX. GOV'T CODE § 466.155.

### **6.4 Termination and New Contract Award**

Default by Successful Bidder in its performance under any contract resulting from this IFB authorizes the Texas Lottery Commission to terminate the contract and award a contract to the Bidder submitting the next lowest and best bid in response to this IFB or to obtain the goods or services to be provided under this IFB elsewhere, and to charge the full increase, if any, in cost and handling to the defaulting Successful Bidder.

### **6.5 Governing Law**

The contract shall be governed by, construed and interpreted in accordance with the applicable laws of the state of Texas. Any and all actions or suits brought by a Bidder or any related party regarding this IFB or any contract resulting therefrom shall be brought in the district court of the county of Travis of the state of Texas. By submitting a bid, a Bidder is deemed to waive the right to bring any action in any other court. This section is purely a venue provision and shall not be deemed a waiver of sovereign immunity.

### **6.6 Conflict Among Documents**

In the event of any conflict or contradiction between or among the contract documents, the

documents shall control in the following order of precedence: the IFB, the purchase order, and the Successful Bidder's bid.

## **6.7 Assignment**

No right or obligation under this contract may be assigned without the prior written approval of the Texas Lottery Commission, and in the event of any such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the right or obligation is assigned as fully and completely as the Successful Bidder is hereunder bound and obligated. No assignment shall operate to release the Successful Bidder from its liability for the timely and effective performance of its obligations hereunder. Assignments made in violation of this provision shall be null and void.

Subject to the limitations on assignment contained herein, this contract shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties hereto.

## **6.8 Indemnification**

**6.8.1** The Successful Bidder shall indemnify and hold harmless the Texas Lottery Commission, the state of Texas, and their commissioners, members, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, liabilities, losses, damages, costs or expenses, including any liability of any nature or kind arising out of a claim or suit for or on account of the Successful Bidder's performance under any contract resulting from this IFB, and including reasonable attorneys' fees, which may be incurred, suffered or required in whole or in part by an actual or alleged act or omission of the Successful Bidder, or a subcontractor of the Successful Bidder, or any person directly or indirectly employed by the Successful Bidder or a subcontractor of the Successful Bidder whether the claim, liability, loss, damage, cost or expense is based on negligence, strict liability, strict products liability, strict tort liability, misrepresentation, breach of express or implied warranty or any other culpable conduct, whether frivolous or not.

**6.8.2** The Successful Bidder's liability shall extend to and include all reasonable costs, expenses and attorneys' fees incurred or sustained by the Indemnified Parties in making any investigation and in prosecuting or defending any and all lawsuits or causes of action instituted or asserted by any individual, organization or entity arising out of or in connection with the goods or services provided pursuant to this IFB or any contract resulting from this IFB, or in obtaining or seeking to obtain a release therefrom and in enforcing any of the provisions contained in this IFB or any contract resulting from this IFB. The Indemnified Parties, upon giving notice to the Successful Bidder, shall have the right in good faith to pay, settle or compromise, or litigate any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication resulting from such lawsuit or cause of action under the belief that the lawsuit or cause of action is well founded, whether it is or not, without the consent or approval of the Successful Bidder unless the Successful Bidder protests in writing and, simultaneously with such protest, deposits

with the Indemnified Parties collateral satisfactory to the Indemnified Parties sufficient to pay and satisfy such claim and any penalty or interest which may accrue as a result of such protest on such claim, demand, loss, liability, cost, charge, attorneys' fee, or judgments as may result. The Texas Lottery Commission must control the choice of attorney representing the Texas Lottery Commission. To the extent that the Successful Bidder makes any payments to or on behalf of the Indemnified Parties under the contract, and to the extent permissible by law, the Successful Bidder shall be fully subrogated to all rights and claims of the Indemnified Parties in connection therewith. In any event, the Indemnified Parties shall promptly notify the Successful Bidder of the occurrence or service of any lawsuit or cause of action arising out of the contract.

## **6.9 Taxes, Fees and Assessments**

**6.9.1** The Texas Lottery Commission shall have no responsibility whatsoever for the payment of any federal, state or local taxes which become payable by the Successful Bidder or its subcontractors, or their agents, officers or employees. The Successful Bidder shall pay and discharge when due all such taxes, license fees, levies, and other obligations or charges of every nature.

**6.9.2** The Successful Bidder shall be responsible for payment of all taxes attributable to any contract awarded pursuant to this IFB and any and all such taxes shall be identified under the Successful Bidder's federal tax identification number. The Successful Bidder shall pay all federal, state and local taxes of any kind, including without limitation income, franchise, ad valorem, personal property, sales, use, lease, consumption, distribution and storage taxes, for the goods or services provided by the Successful Bidder, whether or not such taxes are in effect as of the date the contract resulting from this IFB is signed or scheduled to go into effect, or become effective during the initial term and any and all extensions thereof, if any.

## **6.10 Dispute Resolution**

The dispute resolution process provided for in TEX. GOV'T CODE Chapter 2260 and 16 TEX. ADMIN. CODE §§ 403.201-223 must be used by the Successful Bidder to attempt to resolve any disputes arising under any contract awarded pursuant to this IFB.

## **6.11 Force Majeure / Delay of Performance**

Except as otherwise provided herein, neither the Successful Bidder nor the Texas Lottery Commission shall be liable to the other for any delay in, or failure of performance of, any covenant contained herein caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. For purposes of this IFB and any contract resulting therefrom, "force majeure" is defined as "an act of God or any other cause of like kind not reasonably within a party's control and which, by the exercise of due diligence of such party, could not have been prevented or is unable to be overcome." The Successful Bidder must inform the Texas Lottery Commission in writing within three

(3) days of the existence of such force majeure or otherwise waives this right as a defense.

The Successful Bidder shall immediately upon discovery notify the TLC Executive Director in writing of any delays in performance regardless of responsibility, fault or negligence. If the Successful Bidder contends the delay is the responsibility, fault or negligence of Texas Lottery Commission staff, the Successful Bidder must provide written notice to the Texas Lottery Commission within five (5) calendar days of the occurrence, and to the extent possible, identify the event or individual responsible so the Executive Director may take appropriate action to remedy the situation. Failure to provide such timely written notice shall be deemed a waiver of the Successful Bidder's right to assert the Texas Lottery Commission's action/inaction as a defense.

## **6.12 Termination for Cause**

The Texas Lottery Commission reserves the right to terminate any contract resulting from this IFB, in whole or in part, upon the following conditions:

- a) A receiver, conservator, liquidator or trustee of the Successful Bidder, or of any of its property, is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against the Successful Bidder under the Federal Bankruptcy Code; or the Successful Bidder is adjudicated bankrupt or insolvent; or any portion of the property of the Successful Bidder is sequestered by court order and such order remains in effect for more than thirty (30) days after such party obtains knowledge thereof; or a petition is filed against the Successful Bidder under any state reorganization arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) days, or
- b) The Successful Bidder files a case under the Federal Bankruptcy Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law, or
- c) The Successful Bidder makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Successful Bidder or of all or any part of its property; judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or governmental body against the Successful Bidder, and the Successful Bidder does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within thirty (30) days from the date of entry thereof, and within said 30-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles; or a writ or warrant

- of attachment or any similar process shall be issued by any court against all or any material portion of the property of the Successful Bidder, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) days after its entry, or
- d) A court of competent jurisdiction finds that the Successful Bidder has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
  - e) The Successful Bidder fails to communicate with the Texas Lottery Commission as required by the contract, or
  - f) The Successful Bidder breaches an industry standard of confidentiality with respect to this IFB or the services provided thereunder, or
  - g) The Texas Lottery Commission makes a written determination, specifying the events supporting such finding, that the Successful Bidder has failed to substantially perform under the contract, or
  - h) The Successful Bidder fails to comply with any of the terms, conditions or provisions of the contract, in any manner whatsoever.

### **6.13 Bidder Employees**

The Successful Bidder must submit upon request of the Texas Lottery Commission and after the contract award a list of the names, addresses, dates of birth, social security numbers, and fingerprint cards with signed authorization for release to the Texas Lottery Commission of any criminal history for: (a) all of its officers, directors, investors, owners, partners; and other principals, as more particularly described in Texas Government Code § 466.155 (collectively, "Principals"); and (b) all of its employees, subcontractors, and employees of subcontractors (collectively, "Personnel"), who are directly responsible for providing goods or services under the contract. The Texas Lottery Commission may also request and the Successful Bidder must provide this same information for a spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of Successful Bidder, Successful Bidder's Principals or any other person described above. This is a continuing requirement which shall extend to any new personnel. The Texas Lottery Commission reserves the right to expand the scope of this section to include other Successful Bidder Principals or other Successful Bidder Personnel.

The Texas Lottery Commission reserves the right to reject any Successful Bidder Personnel involved in this bid who may, in the Texas Lottery Commission's sole judgment, be unfit for this project.

## 6.14 Ticket Purchase

- 6.14.1 In accordance with Texas Government Code § 466.254 (Purchase of Ticket by or Payment of Prize to Certain Persons), no member, officer or employee of the Successful Bidder directly involved in selling or leasing the goods or performing the services that are the subject of a contract with the Texas Lottery Commission shall purchase a Texas Lottery ticket or be paid a prize in any Texas Lottery game. No spouse, child, brother, sister, or parent of such member, officer or employee who resides in the household of such member, officer or employee (collectively, “Family Members”), shall purchase a Texas Lottery ticket or be paid a prize in any Texas Lottery game. The Successful Bidder shall ensure that these statutory prohibitions are made known to each member, officer and employee of the Successful Bidder, prior to that person becoming involved in selling or leasing the goods or performing the services that are the subject of any contract resulting from this IFB. The Successful Bidder shall require its members, officers and employees to make the statutory prohibitions known to Family Members. The Successful Bidder shall promptly notify the Texas Lottery Commission of any violation of Texas Government Code § 466.254.
- 6.14.2 The Texas Lottery Commission considers “directly involved” to mean, by way of illustration only, responsible for and/or actively participating in (1) contract negotiations (including contract signatories); (2) contract administration (e.g., regular or direct contact with TLC staff); or (3) contract performance (including assigned project/team leaders and members and anyone else who oversees or performs the work or provides the services). Again, by way of illustration, support staff (such as clerical, accounting or delivery employees) are not considered to be “directly involved” unless they also serve in the roles listed above for “directly involved” employees

## 6.15 Liquidated Damages

- 6.15.1 **General.** It is agreed by the Texas Lottery and the Successful Bidder that:
- (1) If the Successful Bidder does not provide or perform the requirements referred to or listed in this IFB or fulfill the obligations of the contract, damage to the Texas Lottery will result;
  - (2) establishing the precise measure of damages in the event of default by the Successful Bidder may be (i) costly, (ii) time consuming, or (iii) difficult or impossible to calculate;
  - (3) the liquidated damage assessments contained herein represent a good faith effort to quantify the damages that could reasonably be anticipated at the time of execution of the Contract;
  - (4) the damages set forth herein are just and reasonable;

- (5) nothing contained in this section shall be construed as relieving the Successful Bidder from performing all contract requirements whether or not said requirements are set forth herein; and
- (6) the Texas Lottery Commission may, therefore, in its sole discretion, deduct damages from the compensation otherwise due to the Successful Bidder. All assessments of damages shall be within the sole discretion of the Texas Lottery Commission.

6.15.2 *Liquidated Damages Assessment.* Once the Texas Lottery Commission has determined that liquidated damages are to be assessed, the TLC Executive Director or the Executive Director's designee shall notify the Successful Bidder of the assessment(s). Failure to notify does not impact the Texas Lottery Commission's assessment of damage and is not a condition precedent thereto. The Texas Lottery Commission will withhold liquidated damages from payments to the Successful Bidder, or, if no payments have been made, the Texas Lottery Commission will make demand of payment of liquidated damages. The Successful Bidder must make payment within thirty (30) calendar days of written notification by the state.

6.15.3 *Failure to Assess Liquidated Damages.* The failure of the Texas Lottery Commission to assess liquidated damages in any instance where the Texas Lottery Commission is entitled to liquidated damages pursuant to the terms of this IFB shall not constitute waiver in any fashion of the Texas Lottery Commission's rights to assessment of liquidated damages.

6.15.4 *Severability of Individual Liquidated Damages Clauses.* If any portion of this liquidated damages provision is determined to be unenforceable, the other portions of this provision shall remain in full force and effect.

6.15.5 *Late Delivery.* The failure of the Successful Bidder to deliver any required goods and services in accordance with the deadline for delivery under any contract entered into as a result of this IFB may result in the assessment of liquidated damages in the amount of \$1,000.00 for each calendar day, or part of a day, until the requested goods or services are delivered by the Successful Bidder and accepted by the Texas Lottery (Refer to Section 4.9 Delivery Date).

6.15.6 *Late Service Response.* The failure of the Successful Bidder to timely respond to a request for warranty or repair service under any contract entered into as a result of this IFB may result in the assessment of liquidated damages in the amount of \$500.00 per day. (Refer to Section 4.6.4 Installation and Warranty).

6.15.7 *Shipping Errors.* The failure of the Successful Bidder to deliver any required goods and services in accordance with the shipping requirements under any contract entered into as a result of this IFB may result in the assessment of liquidated damages in the amount of \$3,000.00 per occurrence (Refer to Section 4.8 Shipping Crates and Section 4.11 Shipping Requirements)

## 6.16 Payment

All payments will be made in accordance with TEX. GOV'T CODE §2251.001 et seq. ("Payment for Goods and Services"). The Successful Bidder ("Vendor") shall submit invoices upon completion of the deliverables identified in Part 4. Invoices shall include the following:

- Vendor Name
- Vendor Identification number (VIN) or Texas Identification number (TIN)
- Address (city, state, Zip code)
- Vendor contact name & telephone number
- Texas Lottery Commission's full name, number and delivery address
- Contract or Purchase order number
- Description of goods/services and dates provided
- Total dollar amount

Payment(s) will be made only upon acceptance of the Drawing Machine equipment and Ball Sets and cases, and in accordance with the Cost Sheet (**Attachment D**).

The Successful Bidder agrees that if the Texas Comptroller of Public Accounts is prohibited from issuing a warrant to the Successful Bidder under TEX. GOV'T CODE §403.055, any payments owed to the Successful Bidder under any contract resulting from this IFB will be applied towards the debt or delinquent taxes that the Successful Bidder owes the state of Texas until the debt or delinquent taxes are paid in full.

## 6.17 Confidentiality

The Successful Bidder shall maintain as confidential, and shall not disclose to third parties without the Texas Lottery Commission's prior written consent, any Texas Lottery Commission information, including but not limited to the Texas Lottery Commission's business activities, practices, systems, conditions, products, services, public information and education plans and related materials, and game and marketing plans.

## 6.18 Code of Conduct

The Texas Lottery Commission is an extremely sensitive enterprise because its success depends on preserving the public trust. Therefore, it is essential that its operation, and the operation of other enterprises which would be linked to it in the public mind, avoid not only impropriety, but also the appearance of impropriety. Because of this, the Successful Bidder shall:

- Offer goods and services only of the highest standards.
- Use its best efforts to prevent the industry from becoming embroiled in unfavorable publicity.

- Make sales presentations in a responsible manner and when it is felt necessary to point out the superiority of its goods or services over those of its competitors, do so in such a manner as to avoid unfavorable publicity for the industry.
- Avoid activities, operations and practices that could be interpreted as improper and cause embarrassment to the Texas Lottery Commission and/or to the industry.
- Otherwise comply with the State Lottery Act (TEXAS GOV'T CODE ch. 466) and Texas Lottery Commission rules and procedures.

**6.19 Child Support**

Under §231.006 of the Texas Family Code (relating to child support), the Bidder certifies that the individual or business entity named in this bid is not ineligible to receive a specified payment and acknowledges that any contract resulting from this IFB may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Bidder subject to §231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each such person below:

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Name: \_\_\_\_\_ SSN: \_\_\_\_\_

**6.20 Amendment**

Any contract resulting from this IFB may be amended only by a written agreement signed by both parties.

**6.21 Waiver**

The failure of the Texas Lottery Commission to object to or to take affirmative action with respect to any conduct of a Successful Bidder which is in violation or breach of the terms of any contract resulting from this IFB shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

**6.22 Accounting Records**

The Successful Bidder and its subcontractors are required to maintain its books, records, information and other materials pertaining to any contract awarded pursuant to this IFB in accordance with generally accepted accounting principles. These records shall be available to the Texas Lottery, its internal auditor or external auditors (and other designees) and the Texas State Auditor at all times during the contract period and for a period of four (4) full years after (i) the expiration date of any contract awarded pursuant to this IFB, or (ii) final payment under any contract awarded pursuant to this IFB, whichever is later.

## **6.23 Right To Audit**

The Successful Bidder understands that acceptance of state funds under a contract awarded pursuant to this IFB acts as acceptance of the authority of the State Auditor's Office, or its designee, to conduct an audit, other assurance services or investigation in connection with those funds. The Successful Bidder further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit, other assurance services or investigation, including providing all records requested. The Successful Bidder shall ensure that this provision concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Successful Bidder relating to this Contract.

## **6.24 Contact with Texas Lottery Commission Employees**

Employees, subcontractors and agents of all prospective Bidders and employees, subcontractors and agents of the Successful Bidder may not offer or give a gift to a Texas Lottery Commission employee. For purposes of this section, a "gift" is defined in the Texas State Lottery Act.

Employees, subcontractors and agents of all prospective Bidders may not socialize with any Texas Lottery Commission employee.

## **6.25 Bidder Certifications**

**6.25.1** Bidder certifies that: (1) Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid; and (2) neither the Bidder nor the firm, corporation, partnership, or institution represented by the Bidder, nor anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Texas (Tex. Bus. & Comm. Code, Sec. 15.01, et seq.), or the antitrust laws of the United States (15 U.S.C.A. Section 1, et seq.), nor communicated directly or indirectly the submitted bid to any competitor or any other person engaged in such line of business.

**6.25.2** Under Section 2261.053 of the Texas Government Code, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. In submitting a bid under this IFB,

each Bidder certifies as follows: Under Section 2261.053 of the Texas Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

#### **6.26 Bidder Assignment**

Bidder hereby assigns to TLC any and all claims for overcharges associated with any contract resulting from this IFB arising under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq.

## **PART 7 CREATION OF WORKS, USE OF MATERIALS, OWNERSHIP BY TEXAS LOTTERY COMMISSION**

### **7.1 Creation of “Works”**

Bidder may create certain Works (“Works” includes but is not limited to products, consumer items, hardware, materials, information, images, illustrations, designs, graphics, slogans, advertising, computer software, scripts, programming code, HTML code, data, multimedia files, text web pages or web sites, documentation, or other written or machine readable expressions of such works fixed in any tangible media) that may or may not be based upon information or materials provided to it by the Texas Lottery Commission, in order for Bidder to respond to this IFB or to provide goods or services under any resulting contract.

### **7.2 Texas Lottery Commission Ownership of Works**

All such Works, and all intellectual property rights therein, shall be owned by the Texas Lottery Commission, and shall not be used by Bidder for any purpose other than responding to the IFB issued by the Texas Lottery Commission or to provide goods or services under any resulting contract. By way of example only, Bidder may not show or disseminate to any third party any materials provided to Bidder by the Texas Lottery Commission, or any Works or materials created by Bidder in order to respond to the IFB or to provide goods or services under any resulting contract, without the express written permission of the Texas Lottery Commission. “Intellectual property rights” as meant herein includes the worldwide intangible legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, method, process, technique, apparatus, invention, discovery or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other similar rights. Intellectual property rights include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

### **7.3 Works Shall be “Works Made for Hire”**

Bidder agrees that the Works, and all content and intellectual property rights therein, shall be considered works made for hire and shall be owned exclusively by the Texas Lottery Commission. To the extent that any such Works may not be considered works made for hire, Bidder hereby agrees to assign, and does hereby assign, all worldwide ownership in the Works without necessity of further consideration from the Texas Lottery Commission. Upon request by the Texas Lottery Commission, Bidder will return all materials (e.g., graphics, drawings, documents, etc.) provided to Bidder by the Texas Lottery Commission that Bidder used or relied upon to create the Works, to respond to the IFB, or to otherwise provide goods or services under any resulting contract.

#### **7.4 Assignment of Rights to the Works**

If and to the extent Bidder may, under applicable law, be entitled to claim any further ownership interest in the Works, Bidder agrees to, and does hereby, transfer, grant, convey, assign and relinquish exclusively to the Texas Lottery Commission all of the foregoing rights and all of Bidder's right, title and interest in and to the Works.

#### **7.5 Waiver of Moral Rights to the Works**

Bidder hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which Bidder may now have or which may accrue to Bidder's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Works and the right to object to any modification, translation or use of the Works, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

#### **7.6 Confidentiality of the Works**

All Works shall be deemed the confidential information of the Texas Lottery Commission, and Bidder shall not use, disclose or permit any person to use or obtain the Works, or any portion thereof, except as specifically authorized by the Texas Lottery Commission.

#### **7.7 Pre-Existing Rights**

To the extent that any pre-existing rights are embodied or reflected in the Works, Bidder hereby grants to the Texas Lottery Commission the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Bidder agrees to notify the Texas Lottery Commission on delivery of the Works if such materials include any such pre-existing rights. On request, Bidder shall provide the Texas Lottery Commission with documentation indicating a third party's written approval for Bidder to use any pre-existing rights that may be embodied or reflected in the Works.

#### **7.8 Right and Authority of Bidder**

Bidder hereby represents and warrants that (i) it has full right and authority to perform its obligations and grant the rights herein granted, (ii) Bidder has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title or interest to the Works, materials, technology or intellectual property rights that would conflict with its obligations under the IFB or any resulting contract, and further covenants and agrees that it shall not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or

entity. All of the above warranties will survive the termination of any contract resulting from this IFB.

### **7.9 Injunctive Relief**

The IFB and any resulting contract are intended to protect the Texas Lottery Commission's proprietary rights pertaining to the Works, and any misuse of such rights would cause substantial and irreparable harm to the Texas Lottery Commission's business. Therefore, Bidder agrees that a court of competent jurisdiction should immediately enjoin any breach of this IFB and any resulting contract, upon request by the Texas Lottery Commission, without requiring proof of irreparable injury as same should be presumed.

### **7.10 Successful Bidder Name or Logo**

The Successful Bidder shall not affix its company name, label, logo, or any other identifying information to or on any of the goods requested under this IFB; provided, however, that a brand name may be located on the inside of such goods, if that brand was specified as meeting the minimum specifications of this IFB or specified as the brand of goods to be provided by Successful Bidder in its bid.

**PART 8 ATTACHMENTS**

- Attachment A.....V.T.C.A., Texas Government Code § 466.155**
- Attachment B .....Contact/Company Information**
- Attachment C.....References**
- Attachment D.....Cost Sheet**
- Attachment E.....Delivery Location**
- Attachment F.....Scoring Matrix**
- Attachment G.....Bidder Certification**
- Attachment H.....HUB Subcontracting Plan**
- Attachment H-1.....HUB Subcontracting Opportunity Notification Form**
- Attachment H-2.....HSP Quick Check List**
- Attachment I.....HUB Vendor Reference List**
- Attachment J.....Using the Comptroller of Public Accounts Databases to Locate Historically Underutilized Businesses (HUBs)**

**ATTACHMENT A**

**V.T.C.A., GOVERNMENT CODE § 466.155**

§ 466.155. Denial of Application or Suspension or Revocation of License

(a) After a hearing, the director shall deny an application for a license or the commission shall suspend or revoke a license if the director or commission, as applicable, finds that the applicant or sales agent:

(1) is an individual who:

(A) has been convicted of a felony, criminal fraud, gambling or a gambling-related offense, or a misdemeanor involving moral turpitude, if less than 10 years has elapsed since the termination of the sentence, parole, mandatory supervision, or probation served for the offense;

(B) is or has been a professional gambler;

(C) is married to an individual:

(i) described in Paragraph (A) or (B); or

(ii) who is currently delinquent in the payment of any state tax;

(D) is an officer or employee of the commission or a lottery operator; or

(E) is a spouse, child, brother, sister, or parent residing as a member of the same household in the principal place of residence of a person described by Paragraph (D);

(2) is not an individual, and an individual described in Subdivision (1):

(A) is an officer or director of the applicant or sales agent;

(B) holds more than 10 percent of the stock in the applicant or sales agent;

(C) holds an equitable interest greater than 10 percent in the applicant or sales agent;

(D) is a creditor of the applicant or sales agent who holds more than 10 percent of the applicant's or sales agent's outstanding debt;

(E) is the owner or lessee of a business that the applicant or sales agent conducts or through which the applicant will conduct a ticket sales agency;

(F) shares or will share in the profits, other than stock dividends, of the applicant or sales agent; or

(G) participates in managing the affairs of the applicant or sales agent;  
(3) has been finally determined to be:

(A) delinquent in the payment of a tax or other money collected by the comptroller, the Texas Workforce Commission, or the Texas Alcoholic Beverage Commission;

(B) in default on a loan made under Chapter 52, Education Code; or

(C) in default on a loan guaranteed under Chapter 57, Education Code;

(4) is a person whose location for the sales agency is:

(A) a location licensed for games of bingo under Chapter 2001, Occupations Code;

(B) on land that is owned by:

(i) this state; or

(ii) a political subdivision of this state and on which is located a public primary or secondary school, an institution of higher education, or an agency of the state; or

(C) a location for which a person holds a wine and beer retailer's permit, mixed beverage permit, mixed beverage late hours permit, private club registration permit, or private club late hours permit issued under Chapter 25, 28, 29, 32, or 33, Alcoholic Beverage Code; or

(5) has violated this chapter or a rule adopted under this chapter.

(b) If the director proposes to deny an application for a license or the commission proposes to suspend or revoke a license under this section, the applicant or sales agent is entitled to written notice of the time and place of the hearing. A notice may be served on an applicant or sales agent personally or sent by certified or registered mail, return receipt requested, to the person's mailing address as it appears on the commission's records. A notice must be served or mailed not later than the 20th day before the date of the hearing. The commission shall provide for a formal administrative hearings process.

(c) At a hearing, an applicant or sales agent must show by a preponderance of the evidence why the application should not be denied or the license suspended or revoked.

(d) The director shall give an applicant or sales agent written notice of a denial of an application or a suspension or revocation of a license.

(e) The director may not issue a license to a person who has previously had a license under this chapter revoked unless the director is satisfied the person will comply with this chapter and the rules adopted under this chapter. The director may prescribe the terms under which a suspended license will be reissued.

(f) The director may not issue a license to an applicant who fails to certify to the director the applicant's compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

(g) For purposes of Subsection (a)(3), the comptroller, Texas Workforce Commission, Texas Alcoholic Beverage Commission, Texas Higher Education Coordinating Board, and Texas Guaranteed Student Loan Corporation shall each provide the executive director with a report of persons who have been finally determined to be delinquent in the payment of any money owed to or collected by that agency. The commission shall adopt rules regarding the form and frequency of reports under this subsection.

Added by Acts 1993, 73rd Leg., ch. 107, § 4.03(b), eff. Aug. 30, 1993. Amended by Acts 1995, 74th Leg., ch. 76, § 6.21, eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 696, § 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1275, § 51, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 394, § 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, § 14.760, eff. Sept. 1, 2001.

**ATTACHMENT B**  
**CONTACT/COMPANY INFORMATION**

**This form must be filled out in its entirety and returned with bid response.**

1) Company Name:

---

2) Principal place of business

Address:

City:

State:

Zip Code:

3) **Contact Person** regarding Bidder's response to the IFB

Name:

Title:

Address:

City, State, Zip:

Phone Number (Daytime):

Phone Number (Evening):

Fax:

Email:

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS ATTACHMENT WITH THE BID MAY BE  
GROUNDS FOR DISQUALIFICATION.**

**ATTACHMENT C**

**REFERENCES**

**Please type or print all information. Please provide the following information in accordance with Section 3.4 of this IFB.**

Company name:	Contact name:
Telephone #:	Fax #: or email address:
Describe how you have worked or been associated with this company/person:	

Company name:	Contact name:
Telephone #:	Fax #: or email address:
Describe how you have worked or been associated with this company/person:	

Company name:	Contact name:
Telephone #:	Fax #: or email address:
Describe how you have worked or been associated with this company/person:	

Company name:	Contact name:
Telephone #:	Fax #: or email address:
Describe how you have worked or been associated with this company/person:	

Company name:	Contact name:
Telephone #:	Fax #: or email address:
Describe how you have worked or been associated with this company/person:	

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS ATTACHMENT WITH THE BID MAY BE GROUNDS FOR DISQUALIFICATION.**

**ATTACHMENT D  
COST SHEET**

**NOTE: A SEPARATE COST SHEET MUST BE SUBMITTED FOR EACH DRAWING MACHINE DESIGN OR THE BID WILL BE DISQUALIFIED.**

\_\_\_\_\_  
(Bidder's Name)

BIDDER MUST IDENTIFY THE DRAWING MACHINE DESIGN APPLICABLE TO THIS COST SHEET: \_\_\_\_\_

	<u>UNIT</u>	<u>QTY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1. All or Nothing Drawing Machines	EA	4		
2. Installation, training, and on-site testing assistance upon delivery	N/A	N/A	<b>NO CHARGE</b>	<b>NO CHARGE</b>
3. Initial one year required warranty period (See Section 4.6.3)	N/A	N/A	<b>NO CHARGE</b>	<b>NO CHARGE</b>
4. Ball Sets (including cases)	EACH SET	10		
5. Reusable shipping crates	LOT	1		
6. Shipping and handling charges	LOT	1		
<b>TOTAL EQUIPMENT COST</b>				

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: IN ADDITION TO THE COVER PAGE OF THIS IFB, THIS ATTACHMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE BID RESPONSE OR THE BID WILL BE DISQUALIFIED.**

**ATTACHMENT E**  
**DELIVERY LOCATION**

All Drawing Machines are to be delivered to the following address:

Texas Lottery Commission  
Drawings Studio, Interior Secured Room  
601 E. 6<sup>th</sup> Street  
Austin, Texas 78754

**INSIDE DELIVERY REQUIRED**

Inside delivery shall be provided to the TLC Drawings Studio, interior secured room.

**Note:** There are no receiving docks located at the TLC Drawings Studio. This facility is located in downtown Austin, and large trucks and trailers may have difficulty locating a site to unload.

Delivery dates and times must be coordinated with the TLC purchaser, assigned facilities staff and the TLC Drawings Section.

**ATTACHMENT F**  
**SCORING MATRIX**

Written Bid (1000 Points Possible) Category	Possible Points
The financial status of the Bidder	Pass/Fail
Whether the Bidder performed the good faith effort required by the HUB Subcontracting Plan.	Pass/Fail
The Bidder's price to provide the goods or services.	200
The probable quality of the offered goods or services.	350
The quality of the Bidder's past performance in contracting with the Texas Lottery, with other state entities or with private sector entities.	150
The Bidder's experience in providing the requested goods or services.	150
The qualifications of the Bidder's personnel.	150
<b>TOTALS</b>	<b>1000</b>

**TOTALS (1000 Points Possible)**

Bidder	Points – IFB	Total Points
	1000	

**The following formula will be used in scoring cost bids:**

**Lowest Cost Bid Amount / Other Cost Bid Amount = % of total points available for the cost bid.**

**ATTACHMENT G**  
**BIDDER CERTIFICATION**

Pursuant to Texas Government Code §466.103, the Executive Director of the Texas Lottery Commission may not award a contract for the purchase or lease of facilities, goods or services related to lottery operations to a person who would be denied a license as a sales agent under Texas Government Code §466.155 (**Attachment A**).

---

(Company Name)

certifies that it has reviewed Texas Government Code §466.155 and that it would not be denied a license as a sales agent pursuant to said section.

---

*(signature of person authorized to contractually bind the Bidder)*

---

*(printed name)*

---

*(title)*

---

*(date)*

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS ATTACHMENT WITH THE BID MAY BE GROUNDS FOR DISQUALIFICATION.**

**ATTACHMENT H**

**HUB SUBCONTRACTING PLAN**



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

**SECTION 1** RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_

# ATTACHMENT H

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		<b>%</b>	<b>%</b>	<b>%</b>

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- **Yes** (If **Yes**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



# ATTACHMENT H

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

## SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date  
(mm/dd/yyyy)

- REMINDER:**
- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
  - If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
---------------------------------------	----------------------

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# ATTACHMENT H

## HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: _____	Requisition #: _____
---------------------------------------	----------------------

### SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

**ATTACHMENT H-1**

**HUB SUBCONTRACTING OPPORTUNITY NOTIFICATION FORM**



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

<b>Section A</b>	<b>PRIME CONTRACTOR'S INFORMATION</b>	
Company Name:	_____	State of Texas VID #: _____
Point-of-Contact:	_____	Phone #: _____
E-mail Address:	_____	Fax #: _____

<b>Section B</b>	<b>CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name:	_____	
Point-of-Contact:	_____	Phone #: _____
Requisition #:	_____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>

<b>Section C</b>	<b>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
1. Potential Subcontractor's Bid Response Due Date:	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: _____ Date (mm/dd/yyyy)</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> </div>	
2. Subcontracting Opportunity Scope of Work:		
3. Required Qualifications: <input type="checkbox"/> - Not Applicable		
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable		
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable		

**ATTACHMENT H-2**  
**HSP QUICK CHECK LIST**



# HUB SUBCONTRACTING PLAN (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- ❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. – Yes
  - Section 4 – Affirmation
  - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract\* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. – No
  - Section 2 d. – Yes
  - Section 4 – Affirmation
  - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract\* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. – No
  - Section 2 d. – No
  - Section 4 – Affirmation
  - GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 – Self Performing Justification
  - Section 4 – Affirmation

\***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.

**ATTACHMENT I**  
**HUB VENDOR REFERENCE LIST**

**ATTACHMENT I**

**Commodity Class Code 962 - Miscellaneous Services No. 2 (Not Otherwise Classified)**

**Item Number and Commodity Description**

**86 - Transportation of Goods and Other Freight Services**

The following is a list of Certified HUB Vendors from the CMBL identified for the services or commodities above:

CONTACT PERSON	COMPANY NAME	ADDRESS	CITY	ST	ZIP	PHONE	FAX	EMAIL	GEN	ETH
CEO/Jacqueline Davia Noons	3 MEN MOVERS	6853 1/2 SOUTHEAST FREEWAY	HOUSTON	TX	77074	713-333-6683	713-869-2868	jacky@3menmovers.com	F	WO
Haywood NP Consulting	A A SHIPPING INCORPORATED	11526 HARWIN DRIVE	HOUSTON	TX	77072	713-820-6730	713-820-6731	aashippingwff@yahoo.com	M	BL
Owner/Barbara J. Hamilton	A FRIEND MOVING	10832 OLYMPIA FIELDS LOOP	AUSTIN	TX	78747	512-280-1917	512-280-1054	friendmoving@hotmail.com	F	WO
Elvia Willis	A.E.W. DELIVERY, LLC	6723 ASHLAND FOREST DR.	HOUSTON	TX	77088	832-256-7535	281-999-3045	elwillis_us@yahoo.com	F	BL
Teresa Butler	AAA INDEPENDENT ERRANDS SERVICES	10717 KINGWOOD DR	CORPUS CHRISTI	TX	78410	361-947-2437		TButler@aiesrvcs.com	F	WO
Darlene Clayton	ACTION COURIER & LOGISTICS, LLC	PO BOX 219256	HOUSTON	TX	77218	713-682-3322	713-682-3362	dclayton@actioncourier.com	F	WO
Pres./Catherine E. Adley	ADLEY TRANSPORTATION, LLC	8956 RANDOM RD	FORT WORTH	TX	76179	817-595-8856	817-595-8894	cathy@adleytransportation.com	F	WO
Evan	ALAN Y TANIGUCHI ARCHITECT INC	1609 WEST SIXTH STREET	AUSTIN	TX	78703	512-474-7079	512-474-7579	evan@taniguchi-arch.com	M	AS
Andy Mello	AM WORLDWIDE, INC.	PO BOX 1808	HUMBLE	TX	77347	281-590-3600	281-590-5220	andy.mello@am-worldwide.com	M	AS
Nancy L. Standeford	AQUATEX WATER CONDITIONING, INC.	2601 LOOP 35 NORTH	ALVIN	TX	77512	281-331-7777	281-331-5799	nls@aquatexwater.com	F	WO
MANAGING MEMBER/DEBORAH VANLANDINGHAM	ARCHON EQUIPMENT SERVICES, L.L.C.	PO BOX 4119	CEDAR HILL	TX	75106	972-573-1020	972-573-1024	debbiev@archonequip.com	F	AI
Barbara Woodard	B. A. W. DELIVERY SERVICE, INC.	P.O. BOX 218278	HOUSTON	TX	77218	281-898-0964	281-398-0384	baw218278@msn.com	F	BL
President/Shannon Hays	BAR - H TRANSPORTATION, INC.	P. O. BOX 330	LYTLE	TX	78052	800-353-5374	830-762-9182	shannonhays28@yahoo.com	F	WO
Owner/Leticia Ramon	BIG BRANCH TRANSPORT	14958 SANTA GERTRUDIS DR	CORPUS CHRISTI	TX	78410-5822	361-779-7603	361-387-6181	ramonleticia@yahoo.com	F	HI
Berube, Bonnie Lynn	BLB CONSULTING, INC.	1425 BLALOCK ROAD, SUITE 107	HOUSTON	TX	77055	713-785-6481	713-785-7200	ksallier@blbconsulting.com	F	WO
PRICE, BRENDA K.	BRENDA PRICE TRUCKING	152 W. MAIN STREET	AZLE	TX	76020	817-444-0836	817-444-2639	BPT817@AOL.COM	F	WO
Liz Massey-Kimmel	BY THE BAY ENTERPRISES	1605 US HIGHWAY 181 PMB 218	PORTLAND	TX	78374	361-533-1831		liz@6smmedia.net	F	WO
Cristoval Alcoser	C & C ALCOSER TRUCKING	4606 PINE HURST MESA	SAN ANTONIO	TX	78247	210-771-5458	210-599-1197	alcosertrucking@sbcglobal.net	M	HI
President-CEO/David E. Miller	C & D COURIERS	13707 GAMMA RD.	DALLAS	TX	75244	972-458-2342	972-458-2343	dmiller@cdcouriers.com	M	BL
Carrie Ann Moore	CARRIES' CONNECTIONS	PO BOX 2382	FRISCO	TX	75034	214-448-4367		carriann.moore@tts-us.com	F	WO
Alipio Montano	CDR TRANSPORTATION	PO BOX 752722	HOUSTON	TX	77275	832-276-1232		cdrtransportation@yahoo.com	M	HI
Javier Rodriguez	CENTRAL TEXAS HAULING	5202 BLUE SAGE DRIVE	PEARLAND	TX	77584	281-485-0849	281-485-0849	cthpearland@aol.com	M	HI
Pres./ALTA D. ALLEN	CHEROKEE RELOCATIONS, INC.	2179 S. SHILOH RD., STE 2	GARLAND	TX	75041-1352	214-957-1718	972-840-0101	CHEROKEERELO@AOL.COM	F	AI
President/Tammy Patterson	CITYSPRINT	8650 KING GEORGE DR.	DALLAS	TX	75235-2202	214-871-2300	214-871-0099	tpatterson@citysprint.com	F	WO
Owner/Carla Peacock	CJA ENTERPRISES LLP	362 CROSSROADS RD	COLLINSVILLE	TX	76233	540-840-1960	903-429-3636	astrideapp@msn.com	F	WO

**ATTACHMENT I**

**Commodity Class Code 962 - Miscellaneous Services No. 2 (Not Otherwise Classified)**

**Item Number and Commodity Description**

**86 - Transportation of Goods and Other Freight Services**

The following is a list of Certified HUB Vendors from the CMBL identified for the services or commodities above:

PRESIDENT/SQUIRE A. ELLIOTT, SR	CMS 2 TRUCKING, INC	PO BOX 141423	AUSTIN	TX	78714-1423	512-431-1351	512-278-0844	LHAULER@YAHOO.COM	M	BL
Mging Broker/ABAYOMI A. OWOLABI	CONSOLIDATED ENTITIES LLC	3122 ORCHARD BEND DR.	SUGAR LAND	TX	77478-7312	281-265-2457	281-383-9808	realty@cosolent.com	M	BL
JACQUELINE L. DIXON	CORDIX ASSOCIATES - LOGISTICS SERVICES	6408 14TH STREET	LUBBOCK	TX	79416	806-799-2526	806-799-4478	jleed@nts-online.net	F	WO
GM/Robert L Contreras	COURIER DEPOT, LTD.	P.O. BOX 93097	AUSTIN	TX	78709-3097	512-892-1876	512-892-2510	robert@courierdepot.com	M	HI
Pres./LEAH COYNE	COYNE, INC.	152 MARK TWAIN DR.	BOERNE	TX	78006-7836	830-537-5658	830-537-5648	coyne@gvtc.com	F	WO
FIDENCIO FLORES JR	DAN-ELI ACE FORWARDING INC	2201 UVALDE AVE., SUITE 19	MCALLEN	TX	78503	956-682-2746	956-631-9700	daneliace@aol.com	M	HI
Barbara Charrier	DCB LOGISTICS LLC	1751 VZ COUNTY ROAD 1925	EDGEWOOD	TX	75117	903-896-4615	972-692-5646	dcblogistics@gmail.com	F	BL
DEBORAH LINEBARGER	DEBBIE'S HOT SHOT	PO BOX 1717	VICTORIA	TX	77902-1717	361-573-9345	361-572-9442	linebarger@ccwip.net	F	WO
President/Kimberlie Klare	DESIGN MANAGEMENT, INC.	7604 WOODLAND DR 1016 CAMINO LA COSTA #1505	ALVARADO	TX	76009	800-738-0158	817-886-2124	kimberlie.klare@proforma.com DIAZ_TRUCKING@HOTMAIL.CO M	F	WO
JASMINE SOTO	DIAZ TRUCKING	12219 ORMANDY ST	AUSTIN	TX	78752	512-563-8575	512-374-1614	rickeysanders40@yahoo.com	M	HI
Rickey Sanders	DISCOUNT DELIVERY SERVICE	4401 NORTH I-35	HOUSTON	TX	77085	713-301-8238	713-721-1188	paul@eagle-trucking.com	M	BL
President/Brenda Whitworth	EAGLE AGGREGATE TRANSPORTATION	5607 CAVANAUGH	DENTON	TX	76207	940-383-0096	940-383-0097	april@eastendtransfer.com	F	WO
April Surratt	EAST END TRANSFER & STORAGE INC	11127 OSGOOD, STE. A	HOUSTON	TX	77021	713-644-1811	713-644-8146	marc@economoveandstorage.com	F	WO
President - MARC ABRAMS	ECONO MOVE & STORAGE, INC.	11125 LA QUINTA PLACE STE A	SAN ANTONIO	TX	78233	210-637-6100	210-637-6396	ODOMINGUEZ@FARMERSAGEN T.COM	M	HI
OSCAR DOMINGUEZ	EL PASO EXPRESS ONE INC	406 CHAPARRAL STREET	EL PASO	TX	79936	915-598-1717	915-598-3528	steve9366@att.net	M	HI
President/Stephen E. Oguerri	ENIS ENTERPRISES	5800 CAMPUS CIRCLE DR. STE 220A	MINEOLA	TX	75773-2619	903-569-9779	- -	VASAN@ESHIPGLOBAL.COM	M	BL
SRINI VASAN	ESHIP GLOBAL INCORPORATED	PO BOX 230306	IRVING	TX	75063	972-518-1775	972-518-1765	mhfashingbauer@excargo.com	M	AS
Fashingbauer, Marcia H.	EXCARGO SERVICES, INC.	PO BOX 154368	HOUSTON	TX	77223	713-921-7700	832-204-4256	EXCELTRAFFICCONSULTANTSIN C@MSN.COM	F	WO
PRESIDENT / MARTIN PEREZ	EXCEL TRAFFIC CONSULTANTS, INC.	1111 VALLEY VIEW LN	IRVING	TX	75015	972-438-4640	972-986-8261	cbarber@businessinteriors.com	M	HI
Candie Barber	FACILITECH, INC.	4606 FM 1960 RD W, STE 545	IRVING	TX	75061	817-858-2053	817-858-2004	pbailey@synergysupplycm.com	F	WO
Patrick Bailey	FIP CONSULTING LLC	7014 MISTY MEADOW LANE	HOUSTON	TX	77069	281-248-8156	281-248-8158	cwo41969@live.com	F	BL
Owner/Oliver Williams	FRANCINE'S HOME & BUSINESS SERVICES	P.O. DRAWER A	ARLINGTON	TX	76002	682-433-2234	877-349-1981	MARY@GTEK.BIZ	M	BL
SOLIS, LINO V.	G. P. TRANSPORT, INC.	GAMMA WASTE SYSTEMS, LLC	GREGORY	TX	78359	361-643-8546	361-643-8655	joekappil@gammaservices.com	M	HI
CEO/Jenny C. Kappil	GAMMA WASTE SYSTEMS, LLC	712 PASADENA FWY	PASADENA	TX	77506	713-910-6477	281-991-5277		F	AS

**ATTACHMENT I**

**Commodity Class Code 962 - Miscellaneous Services No. 2 (Not Otherwise Classified)**

**Item Number and Commodity Description**

**86 - Transportation of Goods and Other Freight Services**

The following is a list of Certified HUB Vendors from the CMBL identified for the services or commodities above:

Donna Garrett/President	GARRETT TRANSFER AND STORAGE, INC. DBA CONLEE-GARRETT MOVING & STORAGE	600 S. BRYAN AVE	BRYAN	TX	77803	979-779-6333	979-775-0121	dgarrett@garrett-moving.com	F	WO
Owner/Leatra Medlow	GLORY-LE TRUCKING COMPANY	P. O. BOX 450072	HOUSTON	TX	77245	713-434-9773	281-433-7444	spholiday24@hotmail.com	M	BL
Barbara A. Billups	GOLDEN LOGISTICS, LLC	2766 HARNEY RD, #110 BLDG 2735	SAN ANTONIO	TX	78234	210-854-3877	210-492-9595	goldenlogistics310@yahoo.com	F	BL
Pres./THOMAS GRIFFIN	GRIFFIN MOVING SERVICES, INC.	2410 BROAD STREET	HOUSTON	TX	77087	713-645-8200	713-645-9958	tgriffin@griffinmovers.com	M	BL
PRESIDENT/JENNIFER BLAKENEY	GUARANTEED EXPRESS, INC.	1720 REGAL ROW STE. 150	DALLAS	TX	75235	214-631-8054	214-631-8069	jblakeney@gxcourier.com	F	WO
CAROLYN SMITH	GULF COAST VACUUM SERVICE INC	P O BOX 2504	PEARLAND	TX	77588	281-997-6969	281-485-2644	carolyn@gcvsi.com	F	WO
Jason Freeman	HALLMARK CAPITAL GROUP, LLC	7322 SOUTHWEST FWY STE 630	HOUSTON	TX	77074	713-270-1294	713-270-6256	jfreeman@hallmark-group.net	M	BL
PRESIDENT/JEANETTE HARRISON	HARRISON TRUCK LINES, INC.	P O BOX 486	BELLVILLE	TX	77418	979-865-9127	979-865-5214	jeanetteharrison20@yahoo.com	F	WO
Sharron Nix	HAYNES ENTERPRISES INC	200 INDUSTRIAL BLVD	MANSFIELD	TX	76063	817-225-0011	817-225-0017	snix@haynestransport.com	F	WO
Owner/Alvin Horn	HORN'S CREW TRUCKING	107 B CHERIE	LONGVIEW	TX	75604	903-295-5856	903-295-5856	hornscrawhornscraw@yahoo.com	M	BL
Pres/Barbara Hughes	HUGHES OILFIELD TRANSPORTATION, INC.	7020 N COUNTY ROAD WEST	ODESSA	TX	79764	432-580-4975	432-580-8030	hughes201@yahoo.com	F	WO
Rolando Quintanilla/Owner	INTER-GLOBAL SOLUTIONS GROUP	505 UNION PACIFIC	LAREDO	TX	78045	956-796-9775		roquin@tq.com.mx	M	HI
Owner/RODERICK ADDISON	INTERSTATE EXPRESS DELIVERY SERVICE	9903 PLOVER STREET	AUSTIN	TX	78753	512-873-0104	- -	interstate815@aol.com	M	BL
Arquieta, Josena	J D METALS, LLC	11502 TANNER RD	HOUSTON	TX	77041	832-467-3199	832-467-3211	josena@jdmotals.com	F	WO
Owner / Maurice Johnson	J3 TRANSPORT	17509 CLAYTON LN	NAVASOTA	TX	77868	832-209-0131		j3transportservice@gmail.com	M	BL
President/DIANE BROWNE	JAJUST INC.	4315 MERCEDES DRIVE	MIDLAND	TX	79703	432-697-0965		diane@dkbrowne.com	F	WO
Pres./JUAN MENCHACA	JAMCO INTERNATIONAL, INC.	PO BOX 430321	LAREDO	TX	78045	956-717-3322	956-693-2929	juanm@jamcointl.com	M	HI
Deborah Malloy	JC DELIVERY, INCORPORATED	870 N. COWAN AVENUE	LEWISVILLE	TX	75057	972-434-7767	972-434-7762	dmalloy@jcdelivery.com	F	WO
Jennifer Allen/Owner	JENEMEDIA	PO BOX 1942	BURLESON	TX	76097	817-447-0290	817-447-0290	jennifer@jenemedia.com	F	HI
Jessica Parnell	JESSRAIDER SERVICES LLC	10902 TROY AVE	LUBBOCK	TX	79424	432-664-0893	806-744-1499	jessraider964@yahoo.com	F	WO
Owner/Lisa Blazek	JIMENEZ CONTRACT SERVICES, LTD.	1246 SILBER RD	HOUSTON	TX	77055	713-681-6407	713-681-8810	lblazek@j-c-s.com	F	WO
Owner/CLIFTON JOE, III	JOY TOURS & TRAVEL	P O BOX 450675	HOUSTON	TX	77245	713-434-0301	713-434-1469	joy@joytoursntravel.com	M	BL
Manager/Becky Strassner	K.O. HAULING & SERVICES, LLC	142 POWELL LN	ELGIN	TX	78621	512-576-7199	512-285-4995	meandu2r1@yahoo.com	F	WO
KARMY, KATHLEEN J.	KARMY CONSTRUCTION INC	2300 FM 3048	CLEBURNE	TX	76031	817-517-7000	817-556-2445	KATHYKARMY@AOL.COM	F	WO
PRESIDENT/KAYLA ARTHAUD	KAYLA'S TEXAS MOVES, INC.	1081 LINCOLN CITY RD	ELM MOTT	TX	76640	254-822-1192	254-822-0790	KAYLAARTHAUD@AOL.COM	F	WO

**ATTACHMENT I**

**Commodity Class Code 962 - Miscellaneous Services No. 2 (Not Otherwise Classified)**

**Item Number and Commodity Description**

**86 - Transportation of Goods and Other Freight Services**

The following is a list of Certified HUB Vendors from the CMBL identified for the services or commodities above:

CFO/ Eddie Moore	KA-ZOOM MANAGEMENT INC. DBA SILVER STAR CONTRACTORS	607 TABASCO TRAIL SUITE A	ARLINGTON	TX	76002	817-477-1974	817-477-2103	emoore65@sbcglobal.net	F	BL
President/Connie Ennis	KIPPY CARAWAY		TOMBALL	TX	77375	281-351-7001	281-351-7701	kic1@sbcglobal.net	F	WO
President/Kristy J Kroll	KJK LOGISTICS INCORPORATED	115 HAHNE	BANDERA	TX	78003	830-928-1717	210-247-9379	kris@ets-atlanta.com	F	WO
Nicole Frederick- Walker	K-MAX FREIGHT	PO BOX 381	WALLER	TX	77484	832-675-5434		KMaxFreight@gmail.com	F	BL
Ginger Kothmann	KOTHMANN LTD	160 GABRIEL FARMS DR	HUTTO	TX	78634	512-365-7775	512-365-5552	gk@kothmannltd.com	F	WO
Kelly Champeau	LANDSCAPER'S CHOICE TRANSPORTATION, INC.	PO BOX 398	MARBLE FALLS	TX	78654	254-485-5680	830-598-2423	kelly_champeau@yahoo.com	F	HI
LISA LEE	LEE CONTRACT CARRIERS INC	P O BOX 26764	AUSTIN	TX	78755	512-272-4524	512-272-4541	info@leecontractcarriers.com	F	WO
Kennard Lilly	LILLY'S TRUCKING AND ESCAVATION, INC.	617 RIDGECREST	LONGVIEW	TX	75602	903-387-0320	903-758-0221	klilly@prodigy.net	M	BL
Pres./Alice Lively	LIVELY DELIVERY SERVICE, INC.	PO BOX 143043	AUSTIN	TX	78714	512-491-8116	512-339-0794	alively@austin.rr.com	F	WO
Gary Castro	LOGISTICORP LLC	1722 MINTERS CHAPEL ROAD, SUITE 100	GRAPEVINE	TX	76051	214-956-0400	214-956-0401	GARRY.CASTRO@LOGISTICORP .US	M	HI
PRESIDENT/VANDA RISE CLARK	LOGNET WORLDWIDE, INC.	3340 GREENS RD. STE. A880	HOUSTON	TX	77032	281-449-5067	281-449-9285	van_clark@lognetworldwide.com	M	BL
President/ Louanne Foster	LOUANNE FOSTER ENTERPRISES, INC.	1804 OWEN COURT, SUITE 100	MANSFIELD	TX	76063	817-478-4747	817-225-0334	louanne@dot11net.net	F	WO
Pres/Maria Luz Samaniego	LUZ TRUCKING, INC.	702 GLENN DRIVE	EULESS	TX	76039-2614	817-267-4406	817-267-4406	marialuz6122@yahoo.com	F	HI
MARY PUTNAM	M H SOURCES INC	2402 CYPRESS	GALVESTON	TX	77551	281-824-4147	281-824-4397		F	WO
Victor G. Sanchez	MAGNA-FLOW INTERNATIONAL, INC.	P. O. BOX 60709	HOUSTON	TX	77205	281-448-8585	281-397-7195	magnaflow@flash.net	M	HI
Tommy Hodinh	MAGRABBIT-DEDICATED FLEET, LLC	1212E ANDERSON LANE STE 800	AUSTIN	TX	78752	512-310-9903	512-310-8497	thodinh@magrabbbit.com	M	AS
Owner-Operator / MICHAEL MOORE	MICHAEL'S SANTANA TRUCKING	589 E. HARRISBURG STREET	ODESSA	TX	79766	432-580-7199	432-333-9980	sego4@aol.com	M	BL
GP/LINDA MONETTE	MOVE SOLUTIONS-DALLAS, LTD.	1473 TERRE COLONY COURT 5429 LBJ FREEWAY, SUITE 550	DALLAS	TX	75212	214-630-3607	214-630-3547	rwatkins@tospartners.com	F	WO
Mitchell Ward	MW LOGISTICS LLC		DALLAS	TX	75240	972-669-4259	972-669-4257	amoffett@mwlogistics.com	M	BL
Ptr/Willie M. Bowser	ND-WB TRANSPORT	11791 COUNTY ROAD 227	CALDWELL	TX	77836-5026	979-220-0076	979-272-1979	nbowser@peoplepc.com	M	BL
KYMBERLIE L. SMITH	NEXT LEVEL MOVERS LLC	52 BIG TRL	MISSOURI CITY	TX	77459	281-597-0585	281-776-9149	info@nextlevelmovers.com	F	BL
Sr. Exec. Assistant / Georgie Cornelius	ON-TARGET SUPPLIES & LOGISTICS LTD	1133 S. MADISON AVE.	DALLAS	TX	75208	972-780-2303	972-780-2307	gcornelius@otsl.com	M	BL
Frank Quesada	PANCHO'S TRANSPORTATION SERVICES, LLC	PO BOX 420007	LAREDO	TX	78042	956-722-6446	956-726-3810	pquesada@pnqs.com	M	HI
Pres./Nancy L. Rooney	PARADISE TRUCKING, INC.	P. O. BOX 2005	FREEPORT	TX	77542	979-415-0253	979-415-0280	nrooney1@hotmail.com	F	WO

**ATTACHMENT I**

**Commodity Class Code 962 - Miscellaneous Services No. 2 (Not Otherwise Classified)**

**Item Number and Commodity Description**

**86 - Transportation of Goods and Other Freight Services**

The following is a list of Certified HUB Vendors from the CMBL identified for the services or commodities above:

Monica Matkin	PRECISE ENERGY PARTNERS	PO BOX 2241	MOUNT PLEASANT	TX	75456	888-531-5122	888-453-5233	monicamatkin@PreciseEP.com	F	WO
Pate Muse	QSS, L.C.	9811 NORTH FREEWAY, SUITE B207	HOUSTON	TX	77037	281-820-9650	281-820-9797	emuse@qualitysecurity.com	M	BL
ROLANDO QUINTANILLA/OWNER	QUINTANILLA TRANSPORTATION SERVICES	505 UNION PACIFIC	LAREDO	TX	78045	956-796-9775		ROQUIN@TQ.COM.MX	M	HI
PATRICIO ROCHA/PRESIDENT	ROCHA TRUCKING, INCORPORATED	2309 S.E. 14TH ST.	GRAND PRAIRIE	TX	75051	972-262-0568	972-237-2950	ROCHATRANSPORT@NETZERO.NET	M	HI
Roberta Ramirez	RORALA USA, LLC	800 N. 7TH	MCALLEN	TX	78501	956-624-6588	866-631-9998	bidrorala@gmail.com	F	HI
Owner/Synetta Simmone	RUNNER LOGISTICS	17610 HAMILWOOD DR	HOUSTON	TX	77095	281-804-4029	- -	runnerlogistics@sbcglobal.net	F	BL
President/Pam Davis	SAR TRANSPORTATION LLC	1101 JARVIS ROAD	SAGINAW	TX	76179	817-232-2599		pam@sartrans.com	F	WO
DIANA KELLER	SHELTON-KELLER GROUP, INC.	6301 E STASSNEY LN BLDG 9100	AUSTIN	TX	78744	512-481-1500	512-481-1550	dkeller@sheltonkeller.com	F	WO
Joe David Garza	SPIRIT TRUCK LINES, INC.	P.O. BOX 87	SAN JUAN	TX	78589	956-781-7715	956-781-1822	jdgarza@spirittrucklines.com	M	HI
Darci A. Uetrecht	SPIRIT TRUCKING LLC	4009 LILLIAN LANE	AUSTIN	TX	78749	512-659-0919	512-280-1959	darci@spirittruckingllc.com	F	WO
Charissa Aguilar	STRATEGIC PARTNERSHIPS, INC.	901 S MO PAC EXPY STE 100	AUSTIN	TX	78746	512-531-3945	512-478-2461	caguilar@spartnerships.com	F	WO
Flores, Denise	SUNRISE DELIVERY, INC.	2020 LAWRENCE STREET	HOUSTON	TX	77008	713-864-2020	713-864-6055	df@sditex.com	F	HI
Owner/Lester J. Holland	TAXI-PROS TAXI SERVICE	810-R S GEORGIA ST	AMARILLO	TX	79106	806-350-7777	806-350-7697	bgch52@yahoo.com	M	BL
Virginia Kirk	TDS EXPRESS INC	PO BOX 2311	ATHENS	TX	75751	903-681-6891	903-338-2148	skgk01@aol.com	F	WO
Byron D. Teel/ Owner	TEEL'S TRANSPORT SERVICE	7506 BAY HILL DR.	ROWLETT	TX	75088	214-243-6977	- -	teelstransportinc@verizon.net	M	BL
JANETTE BOWERS	TEXAS GULF COAST SHUTTLE SERVICE LLC	7903 PIN OAK RD	ALVIN	TX	77511	281-581-2800	281-581-2027	TGCSS.LLC@GMAIL.COM	F	AI
CEO/ROSEMARY J. DUMAIS	TEXAS MOVING CO., INC.	908 NORTH BOWSER ROAD	RICHARDSON	TX	75081	972-234-6371	972-437-5342	b.andis@texasmoving.com	F	WO
Steve Graydon	THE ARLINGTON INSTALLATION GROUP, INC.	179 S WATSON RD #420	ARLINGTON	TX	76010-2483	817-649-9300	817-649-9301	stevegraydon@arlingtoninstall.com	M	BL
Owner/Courtney Davis	THURSTFIELD ROMAN, LTD.	6113 COVINGTON DR.	ROWLETT	TX	75089	214-335-2806	000-000-0000	info@thrustfieldroman.com	M	BL
Vice-Pres./Lynda Kroneman	TIGER TRANSPORTATION, INC.	P.O. BOX 2396	BELLAIRE	TX	77402-2396	713-666-5200	713-666-4848	lynda@tigertransportation.com	M	HI
Hayley Lauren Hubbard	TLC TRUCKING & CONTRACTING, INC.	20228 SCHIEL ROAD	CYPRESS	TX	77433	281-357-4069	713-849-2734	tlctrucking@sbcglobal.net	F	WO
President/Tomas T. Reyes	TOMAS REYES TRUCKING, INC.	3529 PEORIA STREET	DALLAS	TX	75212-2155	214-631-2711	214-905-7565	maricela@reyestrucking.com	M	HI
PRESIDENT/PAMELA REGAN HAYES	TRANSPORTATION SUPPORT SERVICES, INC.	P O BOX 141837	IRVING	TX	75014	972-438-4151	972-438-3907	PHAYES@TSSMOVES.COM	F	WO
Laura Washington	UNIQUE SIGNATURES	5680 HWY6 #149	MISSOURI CITY	TX	77459	281-250-2200	281-915-0722	laura@uniquesignaturesbyme.com	F	BL
Owner/Rangel Wences	V&W TRUCKING	21783 TARA PARK DR.	HEMPSTEAD	TX	77445-8380	832-518-6506	281-605-1370	jwences13@yahoo.com	M	HI

**ATTACHMENT I**

**Commodity Class Code 962 - Miscellaneous Services No. 2 (Not Otherwise Classified)**

**Item Number and Commodity Description**

**86 - Transportation of Goods and Other Freight Services**

The following is a list of Certified HUB Vendors from the CMBL identified for the services or commodities above:

GILBERTO VELASCO	VELASCOS DUMP & BACKHOE SERVICE	P O BOX 1151	PRESIDIO	TX	79845	432-229-3769	432-229-3769	gvvelasco@bigbend.net	M	HI
WILLIE ARMSTEAD	W.W.S. AND ASSOCIATES DBA UNISHIPPERS	3127 FIORELLINO PL	CEDAR PARK	TX	78613	512-451-9950	512-451-9951	willie.armstead@unishippers.com	M	BL
Rosa D. Castro/President	WINDMILL TRANSPORTATION SERVICES INC	P O BOX 841964	HOUSTON	TX	77084	832-273-0326	832-859-6690	cervantes8816@sbcglobal.net	F	HI
Wilson, Katherine	WOLFE LOGISTICS SOLUTIONS, INC.	18118 CADBURY DRIVE	HOUSTON	TX	77084	713-252-5150	713-980-8181	kwilson@wolfelogisticssolutions.com	F	WO
Manager/Dale Mabry	WOLFE NURSERY DIRECT, CO.	PO BOX 957	STEPHENVILLE	TX	76401	254-968-2227	254-968-2162	dale@greencreek.com	F	WO
Rolanda Leslie	WORLD TRADE CARGO & LOGISTICS, INC.	P.O. BOX 610067	DALLAS	TX	75261	972-574-0880	972-574-0885	rolanda.leslie@wtcl-dfw.com	F	WO

**ATTACHMENT J**

**USING THE COMPTROLLER OF PUBLIC ACCOUNTS DATABASES TO  
LOCATE HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)**

## ATTACHMENT J

### CMBL/HUB DIRECTORY INSTRUCTIONS AND HUB VENDOR REFERENCE LISTS

The attached HUB vendor reference lists were generated using the Comptroller of Public Accounts (CPA) Central Master Bidders List (CMBL) and HUB Directory. The lists are provided as a resource to assist Proposers in preparing and submitting a HUB Subcontracting Plan (HSP).

As part of the good faith effort process, Bidders/Proposers are responsible for utilizing the Centralized Master Bidders List (CMBL) and HUB Directory to identify potential HUB subcontractors and/or to verify the HUB status of all vendors who are listed/notified in their HSP. The Texas Lottery Commission does not endorse, recommend or attest to the capabilities of any company or individual listed.

The databases may be accessed via the internet:

CMBL: [www2.cpa.state.tx.us/cmb/cmbhub.html](http://www2.cpa.state.tx.us/cmb/cmbhub.html)

HUB Directory: [www2.cpa.state.tx.us/cmb/hubonly.html](http://www2.cpa.state.tx.us/cmb/hubonly.html)

The CMBL and HUB Directory are “live” databases that are updated on a continuous basis. **Note that currently active certified HUBs have a HUB status code of “A.” All other HUB status codes indicate that a vendor is either inactive or not a HUB. Be sure to list or solicit only HUB vendors who are currently active at the time that you are preparing the HSP.**

In order to meet the requirement to notify two or more minority/women trade organizations or business development centers, if applicable, access the following list on the CPA website:

[www.window.state.tx.us/procurement/prog/hub/mwb-links-1/](http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/)

These entities have expressed their willingness to accept notices of subcontracting opportunities from vendors to distribute to their minority and woman-owned business members.

The following pages contain general information to assist Bidders/Proposers in using the CPA databases.

## ATTACHMENT J

# Using the Comptroller of Public Accounts Databases to Locate Historically Underutilized Businesses (HUBs)

### I. Introduction

This guide is designed to assist you in accessing and using the Comptroller of Public Accounts (CPA) databases to locate HUB vendors who can provide specific goods or services and/or to verify HUB status. The databases consist of the Centralized Master Bidders List (CMBL) and the HUB Directory. Note that you can view “Help” information by clicking on the yellow question marks displayed on the CMBL search screen.

### II. Access to the CMBL via the internet:

[www2.cpa.state.tx.us/cmb/cmbhub.html](http://www2.cpa.state.tx.us/cmb/cmbhub.html)

### III. CMBL Search Screen

The CMBL search screen provides options for generating the appropriate vendor list. The screen includes "Search," "Sort by", "Output as", and “Results” options.

<b>“Search” Option</b>	<b>Search Results</b>
<b>CMBL Only</b>	Vendors who are listed on the CMBL; <b>includes both HUB and non-HUB vendors.</b>
<b>HUBs on CMBL</b>	<b>Active HUBs</b> who are <u>also</u> listed on the CMBL.
<b>HUBs not on CMBL</b>	<b>Active HUBs</b> who are <u>not</u> listed on the CMBL, but are still searchable by commodity codes.
<b>HUB Mentor Protégé</b>	Vendors participating in HUB Mentor Protégé agreements.
<b>All Vendors</b>	Vendors who are listed on <u>either</u> the CMBL or in the HUB Directory; <b>includes active HUBs, inactive HUBs, and non-HUB vendors.</b>
<b>HUB Directory</b>	<b>Active HUBs</b> who are <u>not</u> listed on the CMBL and are <u>not</u> searchable by commodity codes (these HUBs can be located by searching on general categories only).

## ATTACHMENT J

### “Sort by” Options

User can sort by Vendor Name, Vendor ID, City, Zip Code, Ethnicity/Gender, or HUB Status, by selecting the appropriate option from the drop down menu next to the words “Sort by” at the bottom of the search screen.

### “Output as” Options

User can determine output format by selecting the appropriate option from the drop down menu located next to the words “Output as” at the bottom of the search screen.

<b>Detail List</b>	User can select specific output fields from a menu. Default fields have been pre-selected, but can be customized.
<b>All Contact Information</b>	Produces a list of complete contact information for each vendor, including address, phone, fax, contact name, and business description.
<b>User Defined Output</b>	Plain text information for use with word processing programs, databases or spreadsheets.

### “Results” Options

User can determine the types of results returned by selecting the appropriate option from the drop down menu located next to the word “Results” at the bottom of the search screen. Choices are to return all matches, or to return only a portion of the list (i.e., first 20, 50, 100 matches, etc.). The option to “only return count” can be used to see the number of vendors who are on a given list.

## ATTACHMENT J

### IV. Locating HUB Vendors

HUB vendors can be located by:

- Selecting the “HUBs on the CMBL” search option on the CMBL search screen;
- Selecting the “HUBs not on the CMBL” search option on the CMBL search screen;
- Using the HUB Directory.

Commodity codes can be used to search both “HUBs on the CMBL” and “HUBs not on the CMBL.” However, the “HUB Directory” search screen only allows a search by general categories.

#### Searching by Commodity Codes

The following table outlines procedures for locating HUB Vendors who are listed by commodity class and item codes. For more information about locating Commodity Codes, please refer to Section V of this document.

Step	Action
1.	Select a search option. You may use select either “HUBs on the CMBL” or “HUBs not on the CMBL.”
2.	Select the desired output for the list.
3.	Select the desired sort option for the list.
4.	In the field labeled “Selection 1,” enter the appropriate class and item codes. You may enter up to three sets of codes for a consolidated list. <b>NOTE: You may view the Commodity Code List by using either the “Class Code” or “Item Code” blue hot keys.</b>
5.	If you choose to limit the list by district, enter the district number. <b>NOTE: You may view District Information by using the “District” blue hot key.</b>
6.	If you choose to limit the list by County, City or Zip Code, enter the appropriate information. If you have already limited by district, this additional information is not necessary.
7.	Press the “Search” button in the bottom left hand corner of the screen.

## ATTACHMENT J

### Searching the HUB Directory

Access to the HUB Directory is available via the internet at:

[www.window.state.tx.us/procurement/cmb1/hubonly.html](http://www.window.state.tx.us/procurement/cmb1/hubonly.html)

Vendors listed in this database are HUBs who are not on the CMBL, and are listed by general categories only. This database cannot be searched by using commodity codes.

Step	Action
1.	From the CMBL screen, you may use the blue hot key on the right side of the screen to access the "HUB Directory".
2.	Select the desired output for the list (from this screen you may choose "Detail List, "All Contact Information," "Mailing labels," or "as tab delimited.")
3.	Select the desired sort option for the list. (Sort options for this database differ from the CMBL. They include Name, City, Ethnicity/Gender and Status.)  <b>NOTE: The detail list will appear in a format that includes Vendor Name, HUB Status, Phone Number, and Business Description.</b>
4.	Enter a category number in the "Categories" field.  <b>NOTE: To view a descriptive list of the category numbers, use the "07, 08" blue hot key.</b>
5.	If you choose to limit the list by County, City or Zip Code, enter the appropriate information. From this database, there is no option to limit the list by district.
6.	Press the "Submit Search" button in the bottom left hand corner of the screen.

### Tips for Using the HUB Directory

The "HUB Only" search generates a more general list than the other searches. It requires you to scroll through the list in order to locate appropriate vendors or to do a key word search using "Control F." Once a vendor is located, you can view their complete information by using the vendor hot key from the on-line list.

### Viewing Information by Vendor

In all databases, you may view complete individual vendor information by choosing "All Contact Information" as the search output, then entering the specific vendor name, vendor ID, or 5-digit vendor number, and submitting the search.

## **ATTACHMENT J**

### **CMBL and HUB Codes**

CMBL and HUB codes may be viewed on-line by clicking on the “HUB Status” and “Reason Off CMBL” hot keys. **NOTE: Currently active vendors have a status of “A.” All other HUB status codes indicate that a vendor is either inactive or not a HUB.**

## **V. Using the Commodity Code Book**

### **List by Numeric Class Code**

This list includes a “hot key” for each class code. By clicking on the hot key, you can view the particular class with a sub-listing of individual item codes and descriptions. Classes are general headings, so if you can’t locate an item, try using the alphabetic index. Access at: [www2.cpa.state.tx.us/com\\_book/index.html](http://www2.cpa.state.tx.us/com_book/index.html)

### **Alphabetic Index**

The index alphabetically lists items with both class and item code. Use the index to locate the class in which an item is located. No hot keys are available on this list. Access at: [www2.cpa.state.tx.us/com\\_book/alpha\\_index.html](http://www2.cpa.state.tx.us/com_book/alpha_index.html)

### **Whole Commodity Book**

This option lists each class (numerically) with a breakdown of all individual item numbers. No hot keys are available on this list. Access at: [www2.cpa.state.tx.us/com\\_book/commall.html](http://www2.cpa.state.tx.us/com_book/commall.html)

**Note:** All class codes of 900 and above are for services.