



INVITATION FOR BIDS TEXAS LOTTERY COMMISSION

Date: June 10, 2021

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QUOTE F.O.B. DESTINATION

RETURN SEALED BIDS TO:

TEXAS LOTTERY COMMISSION
Attn: Purchasing Section
P.O. Box 16630
Austin, Texas 78761-6630

HAND DELIVERIES/EXPRESS MAIL TO:

TEXAS LOTTERY COMMISSION
Attn: Purchasing Section
611 E. 6th Street
Austin, Texas 78701

BID OPENING DATE

July 2, 2021 @ 3:00 p.m.

IFB Number: **RQ21-0433SV**

BIDDER MUST FILL IN ALL ITEMS

VENDOR I.D. NUMBER

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.**

BIDDER MUST SIGN BID MANUALLY OR BID WILL BE DISQUALIFIED

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

SPECIAL INSTRUCTIONS

NIGP COMMODITY CLASS-ITEM CODES: **578-53 PICK 3™ DRAWING MACHINES AND BALL SETS**

NOTE: ANY QUESTIONS REGARDING THIS BID MUST BE SUBMITTED IN WRITING TO E-MAIL: sidney.valle@lottery.state.tx.us OR BY MAIL AT:

TEXAS LOTTERY COMMISSION
ATTN: Sidney Valle (IFB No. **RQ21-0433SV**)
P.O. BOX 16630
AUSITN, TX 78761-6630

NOTICE TO BIDDERS:

- **BID PRICING MUST BE SUBMITTED ON ATTACHMENT D. SEE SECTION 3.3 OF THIS IFB.**
- **THIS PAGE AND ATTACHMENT D (COST SHEET) MUST BE SIGNED AND INCLUDED WITH YOUR BID OR BID WILL BE DISQUALIFIED.**

TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID/PURCHASE ORDER
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS:

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. As used herein, "bidder" includes, and is used interchangeably with, the term "vendor" or "contractor".
- 1.2 Bidder must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3 Bids must be time stamped at Texas Lottery Commission (TLC) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TLC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TLC based on an acceptable written reason.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10 **AWARD NOTICE:** TLC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of TLC and to reject any and all bid items at the sole discretion of the TLC. TLC also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TLC.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by the TLC and/or investigation for antitrust violations.
- 1.12 The telephone number for FAX submission of bids is 1-512-344-5444. This is the only number that will be used for the receipt of bids. TLC shall not be responsible for failure of electronic equipment or operator error.
- 1.13 Inquiries pertaining to bids must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Tex. Gov't Code, Section 2155.067. If

bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they may be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.5 TLC will not be bound by any oral statement or representation contrary to the written specifications of this bid.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the bid.

3. TIE BIDS:

Awards will be made in accordance with 16 TAC §401.101(e) (Preferences).

4. DELIVERY:

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to the TLC. Vendor must keep the TLC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TLC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of TLC.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from the TLC.

5. INSPECTION AND TESTS:

All goods will be subject to inspection and test by TLC. Authorized TLC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TLC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT:

A response to this bid is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The provisions of Tex. Gov't Code, Chapter 466, the State Lottery Act, §466.101 shall be

applicable to the procurement process herein, and the factors listed in Texas Tex. Gov't Code, §2261.052 shall be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. PAYMENT:

Vendor shall submit 2 copies of an itemized invoice showing TLC order number and agency requisition number on all copies. TLC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

8. PATENTS OR COPYRIGHTS:

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS:

Vendor hereby assigns to TLC any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas. Tex. Bus. & Comm. Code §15.01, et seq. (1967).

10. CERTIFICATIONS:

Signing a bid or contract with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder or vendor hereby certifies that:

- a. The 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.

Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

- b. Under Tex. Gov't Code §2155.004, the bidder has not received compensation for participation in the preparation of the specifications for this bid.

- c. Under Tex. Gov't Code §2155.004, the bidder 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.

- d. Under Tex. Family Code §231.006(d) re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

- e. The vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of this contract.

- f. Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

- g. Bidder certifies that it is in compliance with Tex. Gov't Code §669.003, relating to contracting with executive head of a State agency. If § 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- h. Vendor agrees to comply with Tex. Gov't Code §2155.4441, pertaining to service contract use of products produced in the State of Texas.

- i. The TLC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing bidders / vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/portal/public/SAM/> which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

- j. Under Tex. Gov't Code §2261.053, effective September 1, 2007, 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 convicted of violating a federal law, or assessed a penalty in a federal civil or administrative enforcement act, in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or convicted of any offense related to the direct support or promotion of human trafficking. Under Tex. Gov't Code §2261.053, the vendor 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.

- k. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity, and that Bidder is in compliance with the State of Texas statutes and rules relating to procurement.

- l. Under Tex. Gov't Code § 2271.002, the Executive Director may not award a contract for goods or services unless the contract contains a written verification from the bidder that it: (1) meets an exemption criteria under §2271.002; or (2) does not boycott Israel and will not boycott Israel during the term of the contract. Bidder shall state any facts that make it exempt from the boycott certification in its bid. By signing and submitting a bid, the bidder certifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.

- m. Under Tex. Gov't Code §2252.152, a state agency may not award a contract to a company engaged in business with Iran, Sudan, or a foreign terrorist organization. The Bidder certifies it is not ineligible to receive a state contract under §2252.152.

- n. Under Tex. Gov't Code §572.069, the bidder certifies that it has not employed and will not employ a former state officer or employee of the Texas Lottery who participated in a procurement or contract negotiation for the Texas Lottery involving the Successful Proposer within two years after the contract has been signed or the procurement is terminated or withdrawn.

11. Under Tex. Family Code §231.006(c), any bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach Name & Social Security Numbers for each person. This information must be provided prior to contract award.

Name: _____

Social Security Number: _____

Name: _____

Social Security Number: _____

Name: _____

Social Security Number: _____

12. NOTE TO BIDDER:

Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid. If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's response to the solicitation, and a proposed alternative must also be provided. Bidders cannot take a 'blanket exception' to the entire solicitation or its terms and conditions.

13. NON-APPROPRIATION OF FUNDS:

TLC's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and TLC will have no further obligation to make any payments.

14. TERMINATION WITHOUT PENALTY:

Under Tex. Gov't Code §466.014(c), the Executive Director of the Texas Lottery Commission is permitted to terminate this Contract, without penalty, if an investigation reveals that vendor would not be eligible for a sales agent license under Tex. Gov't Code §466.155.

15. TERMINATION FOR CONVENIENCE:

The Texas Lottery Commission reserves the exclusive right to terminate any contract, in whole or in part, on thirty (30) days' written notice to the awarded vendor, or immediately, with written notice, if in the TLC Executive Director's sole judgment the integrity of the Texas Lottery Commission is in jeopardy and it is in the best interest of the Texas Lottery Commission to do so.

16. TERMINATION COSTS:

Upon termination by the TLC, the TLC agrees to pay vendor the then-current Contract rate(s) for goods or services provided by vendor under this Contract and accepted by the TLC, in its sole discretion, through the Contract expiration/termination date. This agreement, however, does not waive any right or remedy otherwise available to the TLC, such as withholding of payment, should the goods or services fail to meet specifications, or for any reason otherwise allowed under this Contract.

17. TEXAS PUBLIC INFORMATION ACT:

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Tex. Gov't Code (the "Public Information Act").

18. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information

Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide agency with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

19. SECURE ERASURE OF HARD DISK PRODUCTS AND/OR SERVICES:

Vendor agrees that all products and/or services provided hereunder that are equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the product's useful life or the end of the related services contract for such products and/or services, in accordance with 1 TAC 202.

20. SECTION 466.103 CERTIFICATION:

Under Tex. Gov't Code §466.103, the 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. Bidder certifies that it has reviewed Tex. Gov't Code §466.155 and that it would not be denied a license as a sales agent under that section.

21. ACCOUNTING RECORDS AND AUDITS:

21.1 The vendor and its subcontractors are required to maintain and retain their books, records, information and any and all other supporting fiscal documents relevant to showing any contract payments were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Texas Comptroller of Public Accounts and the Texas State Auditor.

21.2 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 seven (7) full years after (i) the expiration date of the Contract or (ii) final payment under any contract awarded pursuant to this solicitation, whichever is later.

21.3 Under §2262.154, Tex. Gov't Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this purchase order or contract or indirectly through a subcontract under this purchase order or contract. The vendor understands that acceptance of funds under this purchase order or contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The vendor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The vendor will 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, audit documentation, and records of the vendor relating to this Contract or purchase order.

22. DISPUTE RESOLUTION:

In addition to the dispute resolution process under Tex. Gov't Code, Chapter 2260, the provisions of 16 TAC 403.201 – 223 must be used by the vendor to attempt to resolve all disputes brought by the vendor arising under this purchase order or contract.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the TLC the vendor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes unless specifically authorized by Texas law.

23. CODE OF CONDUCT:

- Except when circumstances require otherwise, employees of the Texas Lottery Commission and employees, subcontractors and agents of vendor should meet only at Texas Lottery headquarters.
- Employees, subcontractors and agents of vendor may not offer or give anything of value to any Texas Lottery Commission employee.
- Employees, subcontractors and agents of vendor may not socialize with any Texas Lottery Commission employee.

24. PURCHASE OF TICKET BY OR PAYMENT OF PRIZE TO CERTAIN PERSONS:

Under Tex. Gov't Code §466.254 (Purchase of ticket by or Payment of Prize to Certain Persons), no member, officer or employee of the vendor directly involved in selling or leasing the goods or performing the services that are the subject of a contract with the Texas Lottery Commission or that member's, officer's or employee's spouse, child, brother, sister, or parent, who resides in the same household of the principal place of residence of such officer or employee, shall purchase a Texas Lottery ticket or be paid a prize in any Texas Lottery game. Vendor certifies that it has read, understood and will abide by the provisions of Tex. Gov't Code §466.254, Purchase of Ticket by or Payment of Prize to Certain Persons, during the term of the purchase order. Vendor shall ensure that this requirement is made known to each member, officer and employee of vendor directly involved in selling or leasing the goods or performing the services that are the subject of this purchase order. TLC 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.

25. NEWS RELEASES, ADVERTISEMENTS, AND PUBLICITY:

The vendor must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TLC, and then only in accordance with explicit written instructions from TLC. The vendor must not use the name of the State of Texas or TLC in any advertisement, promotion, or otherwise for any purpose regarding this contract without advance written consent.

26. FORCE MAJEURE:

Except as otherwise provided herein, neither the vendor nor the TLC 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 solicitation and any contract/Purchase Order 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 vendor must inform the TLC in writing within three (3) days of the existence of such force majeure or otherwise waives this right as a defense.

27. RELATIONSHIP OF THE PARTIES:

The vendor and the TLC agree and understand that the vendor shall render the goods, services, and requirements under the Contract as an independent contractor, and nothing contained in the Contract resulting from this solicitation will be construed to create or imply a joint venture, partnership, employer/employee relationship, principal-agent relationship, or any other relationship between the parties. Employees of the vendor will not be considered employees of the TLC within the meaning of any federal, state, or local law, ordinance, or regulation, including but not limited to, laws, ordinances, or regulations concerning unemployment insurance, social security benefits, workers compensation, or withholding requirements.

28. ASSIGNMENT:

No right or obligation under this contract may be assigned without the prior written approval of the TLC, 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 vendor is hereunder bound and obligated. No assignment shall operate to release the vendor 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.

29. FORMAT OF CONTRACT DELIVERABLES:

Vendor is required to make any information created or exchanged with the state under this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. Vendor shall provide all Contract deliverables in a format approved by the Texas Lottery and accessible by the public.

30. VENDOR PERFORMANCE:

Under Tex. Gov't Code §§ 2155.074 and 2155.075, vendor performance may be used as a factor in the award.

31. U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:

By entering into a Contract for services with the Texas Lottery Commission, the Vendor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U. S. Department of Homeland Security's E-verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the vendor to perform work pursuant to the Contract, within the United States of America.

32. CYBERSECURITY TRAINING:

Under Tex. Gov't Code §2054.5192, any vendor with access to a TLC computer system or database shall complete a cybersecurity training program certified under §2054.519. The vendor shall verify completion with TLC prior to receiving access to computer systems or databases.

33. PROHIBITION ON CERTAIN BIDS AND CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING.

Under Tex. Gov't Code §2155.0061, the vendor 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.



TEXAS LOTTERY COMMISSION

INVITATION FOR BIDS

Pick 3™ Drawing Machines and Ball Sets

INVITATION FOR BIDS NO. RQ21-0433SV

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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 five (5) identical stand-alone Pick 3™ Drawing Machines and thirty-seven (37) ball sets for the Pick 3™ draw game 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 a Successful Bidder to provide five (5) identical stand-alone Pick 3™ Drawing Machines and thirty-seven (37) 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 change any of the time periods and will post all changes on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp>, and/or the Texas Lottery website, <http://www.texaslottery.com> (Click on About Us, Doing Business with TLC, Procurement).

DATE	EVENT
June 10, 2021	Issuance of IFB
June 17, 2021 (4:00 p.m., CENTRAL TIME)	Written Technical Questions Due (Late Questions will not be answered)
June 22, 2021 (5:00 p.m., CENTRAL TIME)	Final date for submission of draft HSP forms and final date to conduct one-on-one workshops (in person or via telephone conferences)
June 24, 2021 On or before (or as soon as possible thereafter)	Responses to Written Technical Questions Issued
July 2, 2021 (3:00 p.m., CENTRAL TIME)	DEADLINE FOR BIDS
July 14, 2021 On or before (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 Sidney Valle. All communications concerning this procurement must be addressed in writing to:

Texas Lottery Commission
Attention: Sidney Valle, Purchaser (IFB No. RQ21-0433SV)
P. O. Box 16630
Austin, TX 78761-6630
Phone: (512) 344-5210
Fax: (512) 344-5058
E-mail: sidney.valle@lottery.state.tx.us

The physical address for overnight and hand deliveries is:

Texas Lottery Commission
Attention: Sidney Valle (IFB No. RQ21-0433SV)
611 E. 6th Street
Austin, TX 78701

****Note:** This location does not accept mail/deliveries via USPS.

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.

1.5 Inquiries

Written inquiries concerning this IFB will be accepted by Sidney Valle and responses will be posted on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp> and/or Texas Lottery website, www.texaslottery.com, 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 websites. **It is the responsibility of the Bidder to check these websites for any additional information regarding this IFB.**

Inquiries shall be submitted by email or facsimile by the submission deadline. If submitted both by email and facsimile, and 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:

Sidney.valle@lottery.state.tx.us

1.6 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. **For Parts 3 and 4 only, Bidders are requested to provide a section-by-section response to the IFB.** 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 TLC office by **3:00 p.m. Central Time on July 2, 2021.** Late bids will not be considered. No exceptions will be made.

If Bidders are not able to submit Bids as described in this Section 1.4 and Section 3.2 due to COVID-19 stay-at-home orders or workplace restrictions, Bids may be submitted electronically. Electronic responses shall be sent via electronic fax or secure encrypted email to 512-344-5064 or Procurement@lottery.state.tx.us. Bidders shall place the IFB Name and Number, along with the Bidder's Name into the subject line of their email or fax submission. Electronic responses must be received no later than the deadline established in the Schedule of Events. Late Bids will not be considered. No exceptions will be made.

For electronic submissions, Bidders shall submit one (1) signed original of its Bid, and one (1) signed original of each Cost Sheet (for a total 2 Cost sheets), along with required Attachments that must be in a searchable portable document format (PDF). Each PDF file attachment shall be a separate document and clearly named. TLC takes no responsibility for electronic submissions that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any TLC anti-virus or other security software. To confirm receipt of all electronic submissions, Bidders should request a confirmation by e-mail. If a Bidder submits multiple versions of the bid document, such as one by fax and one by email, in the event of a conflict between the documents, the last received version that arrives before the Bid deadline will be considered the official version designated for evaluation by the Evaluation Committee.

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.

PART 2 GENERAL INFORMATION

2.1 Authority

This IFB is issued in accordance with the State Lottery Act (Tex. Gov't Code ch. 466.001) and the procurement rules of the Texas Lottery Commission, 16 Tex. Admin. Code (TAC) §401.101, et. seq. 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 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.

2.3 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.

2.4 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.

2.5 Bid Tenure

All bids shall be valid for a period of ninety (90) days from the deadline for bids.

2.6 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.

2.7 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, general or blank 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 regarding the confidentiality of the information is requested. 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."

2.8 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.

2.9 Vendor Performance

Under Tex. Gov't Code §§ 2155.074 and 2155.075, vendor performance may be used as a factor in the award.

PART 3 RESPONSE REQUIREMENTS

3.1 Introduction

Each Bidder may submit only one (1) bid. **As required by Section 4.2.2, a Bidder shall submit with its bid exactly two (2) Drawing Machine designs that meet the specifications of this IFB.** Failure to provide information required in a bid response under this Part 3, or as otherwise required by the terms of this IFB, may result in the rejection of a bid as non-responsive.

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 I – Historically Underutilized Business Participation

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. Electronic signatures will not be accepted on original 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) Drawing Machine designs submitted with the bid. The Bidder shall clearly identify the applicable Drawing Machine design on each Cost Sheet. For bid evaluation purposes, the cost assigned to a bid will be the highest cost of the “Total Equipment Cost/Total Cost” set for 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, if any. 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) 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

- 3.5.1 Bidders must explain why it has the required experience to provide the goods and services required under this IFB. Each Bidder must also indicate why the goods and services bid best meet the objectives of the Texas Lottery. This shall include the Bidder's experience to ensure timely delivery of quality products and services.
- 3.5.2 Bidder must indicate the number of years of experience the Bidder has in providing the goods and/or services specified in this IFB, including any applicable training and/or certifications.
- 3.5.3 Bidder must indicate any previous state of Texas or governmental entity experience providing similar goods and/or services, including name of agency, type of work performed, and duration of project.
- 3.5.4 Bidders must disclose whether any of the following occurred during the last three (3) 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 Experience of Personnel

Each Bidder must provide detailed resumes or other documentation for key personnel assigned to this project that includes experience with similar projects, and the number of years with the Bidder's company. Documentation must provide sufficient detail to demonstrate the experience and expertise of the Bidder's assigned personnel to provide the goods and perform the services specified in this IFB.

3.7 Historically Underutilized Business Participation

3.7.1 HSP Requirement

The Texas Lottery has adopted the rules promulgated by the Comptroller of Public Accounts (CPA) regarding Historically Underutilized Businesses (HUBs) in 34 Texas Administrative Code (TAC) §§ 20.281 – 20.298 (See [http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=)

[20&sch=D&div=1&rl=Y](#). By submitting a Bid, the Bidder certifies that it has reviewed 34 TAC §§ 20.281 - 20.298. Rule 20.285 addresses the specific requirements of Historically Underutilized Business subcontracting plans (HSPs).

3.7.2 HSP Submission and Texas Lottery review

- a. All bids must include an HSP (Attachment I, including Method A or B, if applicable) in the format required by the Comptroller of Public Accounts. Bidders may access the HSP forms on-line at the following CPA website link: <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>. The forms must be printed, signed and submitted with your Bid. **The HSP is a pass/fail requirement. BIDS THAT DO NOT INCLUDE A COMPLETED HSP PREPARED IN ACCORDANCE WITH 34 TAC §20.285 SHALL BE REJECTED AND WILL NOT BE EVALUATED.**
- b. The HSP form is provided in Attachment I of this IFB. To determine whether a Bidder has performed a good faith effort in preparing its HSP as required by the Comptroller's HUB rules, the Texas Lottery may request clarifications, if necessary. The HSP will be reviewed based on the Bidder's submission and any clarifications requested by the agency.

3.7.3 Assistance for Preparation of HSP

- a. *HSP Quick Check List and HUB Subcontracting Opportunity Notification Form.* Attached to this IFB are an HSP Quick Check List (Attachment I-1) prepared by the CPA and a HUB Subcontracting Opportunity Notification Form (Attachment I-2). Attachment I-1 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 I-2 when sending notice of subcontracting opportunities.
- b. *Additional TLC Assistance.* As stated above, if an HSP is rejected, the Bid will be disqualified and will not be considered. **Therefore, Bidders are strongly encouraged to start preparing HSP forms as soon as possible and take advantage of the following TLC assistance. Please note there are deadlines associated with this process and Bidders have a limited amount of time to cure any deficiencies.**
 - Written questions regarding the HSP can be submitted at any time up until the Bid deadline. The TLC will compile and post a separate HSP question-and-answer document on the TLC website. The document will be updated as questions are submitted. **It is the Bidder's responsibility to check the TLC website for this information.**
 - The TLC will conduct additional one-on-one HSP workshops with Bidders upon request. The workshops will cover detailed information on how to complete the HSP forms. Workshops must be concluded by the date and time listed in the Schedule of Events. Workshops may be conducted via Zoom, TEAMS or telephone conference. **Bidders are responsible for contacting the Texas Lottery to schedule a workshop during the specified time period.**

- The TLC will review and provide individual written feedback on draft HSP forms submitted by Bidders. Draft HSP forms must be submitted by the date and time listed in the Schedule of Events. Upon request, the TLC may also provide verbal feedback.

Note that “draft HSP forms” consist only of the forms included in Attachments I, I-1 and I-2 of the IFB and documentation related to performance of the good faith effort. In reviewing draft forms, the TLC will not comment on responses to any other sections of the IFB, even if they are referred to in the HSP forms. Bidders are instructed not to submit any other portions of their Bid to the TLC as part of the draft HSP.

One-on-one workshops and the TLC’s review of draft HSP forms do not guarantee that the HSP submitted with the Bid will pass.

3.7.4 Requirements for Completing the HSP Forms

- a. 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 21.1%.
- b. Requirements of the HUB subcontracting plan. Each Bidder shall complete the HSP forms prescribed by the Comptroller (Attachment I) and provide the following:
 - (A) a certification the Bidder has made a good faith effort to meet the requirements of 34 TAC § 20.285;
 - (B) the names of the subcontractors that will be used during the course of the Contract;
 - (C) the expected percentage of work to be subcontracted; and
 - (D) the approximate dollar value of that percentage of work.

Each Bidder shall provide all documentation required by the agency to demonstrate the Bidder’s compliance with the good faith effort requirements prior to Contract Award. If a Bidder fails to provide supporting documentation (phone logs, fax transmittals, electronic mail, etc.) by the deadline specified by the agency, the Bid shall be rejected for material failure to comply with TEX. GOV’T CODE ANN. §2161.252 (b).

c. Bidder Intends to Subcontract

Bidders who intend to subcontract any portion of the Contract 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 use only Texas-certified HUBs for all identified subcontracting opportunities.
- **Method A (2): Meeting the Specified HUB Contract Goal.** Bidder will meet the HUB contract goal by using only Texas-certified HUBs with whom the Bidder has contracted for five years or less.

- **Method B: Good Faith Effort Outreach.** Bidder will perform good faith effort outreach for each identified subcontracting opportunity by contacting at least three Texas-certified HUBs and two trade organizations or development centers that serve members of the HUB groups. **Bidders using this method must perform the outreach even for areas where a Bidder has a pre-existing subcontracting relationship.**

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

d. Bidder Does Not Intend to Subcontract

Bidders who intend to fulfill the entire Contract using only their own existing resources and employees, without subcontracting, should check the appropriate box in Section 2 of the HSP form and complete Sections 3 and 4 of the form.

The Bidder must explain how all functions of the Contract will be performed without the use of Subcontractors and should refer to Section 3 of the HSP form.

3.7.5 Subcontracting Opportunities

- a. The Texas Lottery has identified the following potential subcontracting opportunities under this IFB. Bidders intending to subcontract any must perform the good faith effort detailed in the HSP instructions and include a compliant HSP with the Bid.

CLASS 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

- b. 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.
- c. A list of HUB vendors registered with the CPA for the subcontracting opportunities identified above is included under Attachment I-3, HUB/CMBL of this IFB. This list is provided as a resource to assist Bidders in preparing and submitting a 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 a vendor is inactive or not a HUB.
- d. Please refer to the HUB/CMBL Directory Instructions and HUB Vendor Reference Lists under Attachment I-3, HUB/CMBL, of this IFB to locate potential HUB Subcontractors.

3.7.6 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 HUB Coordinator 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, any 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 subcontracting, 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. The monthly compliance report shall be submitted to the Texas Lottery by the 10th 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

A Bidder must disclose in its bid any actual, potential or perceived conflict of interest relative to the performance of the requirements of this IFB. The 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; (d) any affiliate; or (e) any Subcontractor, with (1) any employee or representative of the Texas Lottery (including the Texas Lottery Executive Director and its commissioners) or (2) the Lottery's vendors with contracts over \$100,000. The list for all Texas Lottery contracts over \$100,000 is regularly updated at the following website link:

[https://www.texaslottery.com/export/sites/lottery/About Us/Doing Business with TLC/Contracts Over \\$100x000/](https://www.texaslottery.com/export/sites/lottery/About%20Us/Doing%20Business%20with%20TLC/Contracts%20Over%20$100x000/)

Additionally, any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship may be a cause for disqualification of a Bid.

This is a continuing disclosure requirement. The Successful Bidder shall disclose to the Texas Lottery in writing any actual, potential or perceived conflict of interest, relative to the performance of the requirements of this IFB, both before and after contract award, at the time a conflict is identified. Failure to promptly notify the Texas Lottery may be cause for rejection or disqualification of the Bid prior to award or be cause for the imposition of other sanctions available under the contract post-award, including termination.

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 without the prior written approval of 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.

PART 4 CONTRACT SPECIFICATIONS

4.1 Background

The purpose of this IFB is to obtain bids from qualified vendors to provide five (5) identical Pick 3™ Drawing Machines and thirty-seven (37) Pick 3™ Ball Sets for the Texas Lottery Commission.

4.2 Description of Goods and Services

- 4.2.1 The Successful Bidder shall be required to provide five (5) identical stand-alone Drawing Machines that meet the required minimum specifications listed in this Section 4.2 of the IFB. Each Bidder must indicate how each proposed Drawing Machine meet or exceed the established specifications. Drawing Machines must be new and unused.
- 4.2.2 Bidders must submit exactly two (2) Drawing Machine designs that meet the IFB specifications of Section 4.2. Bidders must comply with the requirement in Section 3.3 to submit a separate Cost Sheet (Attachment D) for each design.
- 4.2.3 Each Drawing Machine must contain three (3) separate mixing chambers that include a device or method of mixing balls. Each machine shall have a display receptacle / tray with a selection head / lever for each mixing chamber. The display receptacle / tray must be centered between the mixing chambers and attached at the top of each Drawing Machine above the mixing chambers. The display receptacle / tray shall be in close proximity to the selection head / lever to allow for constant visual monitoring and broadcast presentation of the selection process. The display receptacle / tray shall hold one (1) selected ball for each mixing chamber. A total of three (3) selected balls will be displayed and will have a separation of less than one inch at the final rest between the ends of the delivery trays. A loading rack is required for each mixing chamber and separation panels are required between each mixing chamber. The loading rack for each mixing chamber 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 holds the numbered balls prior to their release into the mixing chamber. Each loading rack must hold ten (10) 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. Each drawing machine must be capable of drawing a single ball from each mixing chamber.
- 4.2.4 A controlled access gate and selection head / lever are required between each mixing chamber, 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.
- 4.2.5 Each Drawing Machine's mixing chamber shall be constructed of clear acrylic or other similar clear material / substance and shall be one half (1/2) 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 one half ($\frac{1}{2}$) inch in thickness to allow for lighted or color edging. Each Drawing Machine base cabinet shall be three quarters ($\frac{3}{4}$) inch or more in thickness and shall be insulated for sound proofing to suppress the noise emitted by the compressor and blower units.

- 4.2.6 Each Drawing Machine shall be at least fifty-six (56) inches and no more than fifty-nine (59) inches in height from the floor to the top of the Drawing Machine, including the display tray when mounted across the top of the Drawing Machine.
- 4.2.7 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, semi-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.
- 4.2.8 The selection process on each Drawing Machine shall be operable both by remote control and from a control panel on the back of the Drawing Machine, with automatic, semi-automatic, and manual selection capabilities.
- 4.2.9 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 in which 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 in which, at the command of the drawing official, the balls are dropped, mixed and manually selected with the lever. The remote control shall have a “Reset” button that is covered and/or protected to prevent the operator from accidentally pushing the button when using the remote.
- 4.2.10 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 easily accessible activation switch(es) for automatic, semi-automatic, or manual ball selection.
- 4.2.11 The control panel on each Drawing Machine shall allow for the capability of the operator to set the parameters for the game. The remote control and control panel shall not be a touch screen.
- 4.2.12 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 fifty (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.

- 4.2.13 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 or as otherwise approved by the TLC with the Successful Bidder.** 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.
- 4.2.14 The Drawing Machines must be level.
- 4.2.15 Each Drawing Machine shall have a transport case or custom crate with a hinged ramp to allow for the movement to another location or shipment to and from the manufacturer. (Refer to Section 4.9 on Shipping Crates.)
- 4.2.16 Each Drawing Machine must meet or exceed Underwriters Laboratories (UL) 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.
- 4.2.17 Each Drawing Machine must come equipped with two (2) power cords as follows:
- Power cord, minimum of twenty-five (25) feet, rated for one hundred twenty-five (125) volts and have twenty (20) amp three (3) prong twist lock male ends; and
 - Power cord, minimum of twenty-five (25) feet, rated for one hundred twenty-five (125) volts and have a twenty (20) amp three (3) prong flat-blade male end.
- 4.2.18 The design of each Drawing Machine must ensure the completely random selection of official numbers drawn and ensure that the Drawing Machine is tamper-proof. Bidders must provide a design of the Drawing Machines proposed.
- 4.2.19 A professional diagram / illustration is required, and a photograph, if available, of the proposed Drawing Machines must 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.
- 4.2.20 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.
- 4.2.21 Bidders must provide a service history for the last six years (2014-2020) 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.

- 4.2.22 The Successful Bidder shall provide a water-resistant cover for each Drawing Machine. The cover must protect the entire top portion of the Drawing Machine to include the mixing chamber, holding tubes, display receptable tray, and the control panel. The cost of any cover shall be included in the base price of the equipment to be provided by the Bidder.
- 4.2.23 The Texas Lottery will select the colors utilized for tinting of the chambers and cabinet finish. The Successful Bidder shall provide material samples reflecting the color choices for the tinting of the chambers and the cabinet finishes within ten (10) calendar days of notice of award. Samples will be returned to the Successful Bidder upon request and at its expense, following the final acceptance date. The Successful Bidder shall provide the signage as specified by the Texas Lottery.
- 4.2.24 The Successful Bidder must provide digital photos via email of the drawing machine build; from the onset of the build throughout completion and final crating. The digital photos must be sent to the drawing section designee(s) on a bi-weekly basis.

4.3 Ball Sets

- 4.3.1 The Successful Bidder shall be required to provide thirty-seven (37) Pick 3™ Ball Sets that meet the specifications listed in this Section 4.3 of the IFB. Each Bidder must 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 The balls shall be standard ping-pong style balls and will be imprinted a minimum of six (6) times.
- 4.3.3 Each Ball Set shall consist of ten (10) balls numbered zero (0) through nine (9). The color of the balls shall be white. The font of the numbers on each ball must be no smaller than ¾ inches. The color for the numbers must be black. Each of the numbers on each ball must also be underscored with its alpha equivalent, i.e., spelling out the number zero, one, two, etc. The font for the alpha equivalent must be 1/8 inches. The color for the alpha equivalent must be black. Each ball will be labeled with a security code which is the number of its corresponding set. The security code shall be 1/8 inch in font size. The color of the security code shall be black and the security code shall be imprinted on each ball of each ball set. The Texas Lottery Commission will provide the security code designations after the award of the bid.

<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
ZERO	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE

- 4.3.4 **The Texas Lottery requires the following display pattern for the balls in each set:**
The number must appear on each ball six (6) times as follows: four (4) times around the equator and once on each axis: four (4) times around the equator (the pattern being, #

right side up, # upside down, # right side up, # upside down); one (1) 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.

- 4.3.5 Each ball shall be coated with a smooth non-reflective clear finish that will enhance the display of the ball, reduce any glare or hot spots and protect numbers and security codes from fading.
- 4.3.6 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.
- 4.3.7 Each individual ball must weigh between 2.5 and 2.7 or between 2.6 and 2.8 grams, with a variance no greater than plus or minus (+/-) 0.095 grams based on the average weight of the balls in its set.
- 4.3.8 Each ball will 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.
- 4.3.9 Each of the thirty-seven (37) Pick 3™ Ball Sets shall be accompanied by a set of certified ball weights from an independent laboratory.
- 4.3.10 The Successful Bidder shall warrant all Ball Sets against defects including chipping, cracking, peeling and fading of numbers and security codes for a minimum of one (1) year from the date of acceptance. The Successful Bidder shall provide written documentation for warranty coverage. If defects are detected, the Successful Bidder must replace the entire Ball Set and shall be responsible for all expenses, including replacements and shipping during the warranty period.

4.4 Sample Balls

- 4.4.1 Bidders shall include with its bid a minimum of two (2) sample balls for the Pick 3™ Ball Sets, including examples of at least one (1) ball displaying a single digit number with a double digit security code i.e., B1 and one (1) ball displaying a single digit number with a triple digit security code, i.e., A93.
- 4.4.2 As stated in Section 1.6, Bids may be submitted electronically. To meet the requirement in Section 4.4.1 regarding the submission of sample balls, Bidders may submit the ball samples using one or more of the following options.

- Bidders may submit actual ball samples via mail by the due date. Package must be clearly labeled with Bidder's name and IFB Number.
- Bidders may submit a professional diagram / illustration, and a photograph, if available, of the proposed ball sets 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 ball sets as stated in Section 4.3, including colors.
- Bidders may submit a video of the proposal ball sets with the bid. The video must illustrate, at a minimum, detailed dimensions, height, width, length and any other applicable measurements or specifications of the ball sets as stated in Section 4.3, including colors.

4.4.3 The sample-balls must meet or exceed the specifications set forth in this IFB, but do not need to be certified.

4.4.4 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 **Samples will be returned to the Successful Bidder upon request and at its expense, following the final acceptance date.**

4.4.5 If a Bidder proposes a different display pattern than the pattern specified in Section 4.3.4 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 double-digit security code and one ball displaying a triple digit security code.

A Bidder must indicate below if they wish to have their sample(s) returned and provide shipping account information. If this option is not selected, samples will be destroyed or submitted as surplus property to the state of Texas.

___ Yes, I wish to receive all samples returned, as provided above. Return shipping information is as follows:

Carrier:

Account:

Return Shipping Address:

4.5 Ball Set Cases

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

in its response how its proposed Ball Set cases meet or exceed the established specifications.

- 4.5.2 The Ball Set cases shall be of sufficient size to allow for placement and storage of one (1) Ball Set per Ball Set case.
- 4.5.3 Each Ball Set case must contain storage inserts and shall allow for the placement of all balls in a set on one side of the case. If foam material is not used as the insert, the insert material used should not pose a risk to the balls of being scratched, dented or damaged.
- 4.5.4 Each ball case shall be labeled with a number corresponding to the Ball Set number on the external independent certified weights to distinguish that ball case and Ball Set from the other cases and Ball Sets.
- 4.5.5 A sample Ball Set case is not required to be submitted with a bid. However, the Successful Bidder shall submit a diagram, detailed illustration, or photo, and a description for the Ball Set case upon award.

4.6 Installation and Maintenance

- 4.6.1 The Successful Bidder shall be responsible for **inside delivery** and installation of the Drawing Machines at the Texas Lottery Warehouse 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 warehouse for at least three (3) 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 incurred by the Successful Bidder, including the cost of personnel, are the responsibility of the Successful Bidder.
- 4.6.3 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. The final acceptance date will be based on the successful completion of all required tests and analysis.
- 4.6.4 Testing will include the weighing of all balls to ensure weights are within allowable tolerances.
- 4.6.5 The Successful Bidder shall warrant and provide maintenance on all Drawing Machine equipment for a minimum of one (1) year from the date of final acceptance. The Successful Bidder shall provide written documentation for warranty coverage. Warranty includes maintenance and repairs, including emergency repairs. During the warranty period, the Successful Bidder shall be responsible for all maintenance and repair expenses, including travel (including hotels, per diem, car rental, etc.) labor and parts

replacement. Warranty and emergency services may be performed on any day specified by the Texas Lottery.

- 4.6.6 For an emergency service repair call, the Successful Bidder must arrive at the Texas Lottery Commission within forty-eight (48) hours of an emergency service request, unless otherwise agreed to by the Texas Lottery. For an emergency service request within the warranty period, the Successful Bidder shall bear all expenses, as described in Section 4.6.5.
- 4.6.7 All warranty, maintenance, and repair service must be performed by fully trained and qualified technicians.
- 4.6.8 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.
- 4.6.9 The Successful Bidder must furnish a sample of the cleaning liquid and cloth/towels recommended for routine cleaning.
- 4.6.10 The Successful Bidder must furnish an operating manual including design schematics and recommended routine maintenance.

4.7 Machine Replacement

Unless otherwise directed and approved by the TLC, the Successful Bidder shall replace, at no cost to the TLC, any machine(s) requiring repairs and services related to a mechanical and/or an operations function of the draw machine (other than prescribed routine maintenance) on three (3) or more occasions within twelve (12) months following acceptance of the machine. The Drawing Machine replacement must be delivered within ninety (90) days of notice from the Texas Lottery. This delivery requirement may be adjusted at the discretion of the Texas Lottery Commission.

4.8 Maintenance and Repair

Following the expiration of the warranty period, the Successful Bidder shall provide maintenance and repair for the Drawing Machines procured under this IFB under a separate agreement with the TLC. The Successful Bidder shall be required to perform all routine preventative maintenance services between Sunday and Monday, as directed and agreed upon by the TLC and the Successful Bidder.

4.9 Shipping Crates

The Successful Bidder shall provide reusable shipping crates with hinged ramps for the Drawing Machines that can be utilized for the transport of Drawing Machines to remote drawing sites. Each shipping crate must allow for easy loading and unloading of machines. Bidders shall provide with the bid response an illustration of the proposed shipping crate with ramps. 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. Should the Successful Bidder fail to comply with the specifications under this section, the TLC may require the Successful Bidder to modify, repair or replace the shipping crate or accessories at the sole discretion of the TLC.

4.10 Delivery Date

Timely delivery of the goods ordered pursuant to this IFB is a high priority. The Successful Bidder must deliver the five (5) Drawing Machines and thirty-seven (37) Ball Sets and cases required under this IFB to the Texas Lottery within **120 calendar days** following the 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 6.16

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).

4.11 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 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 _____%

4.12 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 at TLC warehouse.

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. The Successful Bidder may be required to provide verification of

shipping condition of the goods or perform other activities to confirm security of the goods at the sole discretion of the TLC.

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) 344-5364.

4.13 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 forty-eight (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.

4.14 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 the Executive Director’s 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 Texas Lottery, 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) whether the Bidder performed the good faith effort required by the HUB subcontracting plan, when the agency has determined that subcontracting is probable.

Any 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 response to this IFB is included as Attachment F.

For bid evaluation purposes, the cost assigned to the bid will be the highest 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 TAC §§ 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, in whole or in part, any contract entered into as a result of this IFB at will and without cause, upon no less than thirty (30) days' advance 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 receiving the next highest overall technical score as determined by the evaluation committee (in accordance with Section 5.2) 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 Texas Lottery's Termination Related to Availability of Legislative Appropriations

All obligations of the Texas Lottery are subject to the availability of legislative appropriations, and are subject to statutory restrictions of the Texas Legislature and the Texas Constitution. The Successful Bidder acknowledges the ability of the Texas Lottery to make payments under the Contract is contingent upon the continued availability and authorization for expenditure of funds. The Successful Bidder further acknowledges funds may not be specifically appropriated for the Contract and the Texas Lottery's continual ability to make payments under the Contract is contingent upon the funding levels

appropriated to the agency. The Texas Lottery will use all reasonable and lawful efforts to ensure funds are available. The Successful Bidder agrees if future levels of funding for the Texas Lottery are not sufficient to continue operations without operational reductions, the Texas Lottery, in its sole discretion, may terminate the Contract, either in whole or in part. In the event of such termination, the Texas Lottery will not be considered to be default or breach under the Contract, nor shall it be liable for any damages or other amounts caused by or associated with such termination. The Texas Lottery shall make reasonable best efforts to provide advance written notice of Contract termination to the Successful Bidder. In the event of termination, the Successful Bidder shall, unless otherwise mutually agreed upon in writing, cease all work immediately. The Texas Lottery shall be liable for payments limited only to the portion of work the agency authorized in writing before the termination date that the Successful Bidder has completed, delivered to the agency, and that is accepted by the agency.

6.6 Governing Law and Venue

The procurement process, the award procedure, and 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 from this IFB shall be brought in the state district court located in Austin, Travis County, 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.

6.7 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, unless otherwise specified in this IFB. Attachments A through I are attached to this IFB and incorporated into any contract resulting from this IFB as if fully set forth herein.

6.8 Assignment

No right or obligation of the Successful Bidder under this contract may be assigned by the Successful Bidder 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.

6.9 Indemnification

6.9.1 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.

6.9.2 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 HAS SOLE DISCRETION AS TO THE CHOICE AND

SELECTION OF ANY 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.

6.10 Taxes, Fees and Assessments

6.10.1 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.

6.10.2 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, services and systems related thereto 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 renewal terms, if any.

6.11 Dispute Resolution

The dispute resolution process provided for in Tex. Gov't Code ch. 2260 and 16 TAC Ch. 403 must be used by the Successful Bidder to attempt to resolve any disputes brought up by the Successful Bidder arising under any contract awarded pursuant to this IFB.

6.12 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, "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 three (3) days of the discovery, 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 notice to the Executive Director as required in this section shall constitute a waiver of the Successful Bidder's right to assert the Texas Lottery Commission's action/inaction as a defense.

6.13 Termination for Cause

The Texas Lottery Commission reserves the right to terminate any contract resulting from this IFB, in whole or in part unless otherwise provided by the Federal Bankruptcy Code or any successor law, upon no less than five (5) days' notice under any of 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 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 (GAAP); 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
- c) 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

- d) The Successful Bidder fails to communicate with the Texas Lottery Commission as required by the contract, or
- e) The Successful Bidder fails to remove any person from work relating to the contract upon written notice from the Texas Lottery Commission, or
- f) The Successful Bidder breaches the IFB's standard of confidentiality with respect to this IFB or the goods or services provided thereunder, or
- g) The Texas Lottery Commission makes a written determination that the Successful Bidder has failed to substantially perform under the contract and specifies the events resulting in the Texas Lottery's determination thereof, or
- h) The Successful Bidder fails to comply with any of the terms, conditions or provisions of the contract, in any manner whatsoever, or
- i) The Successful Bidder engages in any conduct that results in a negative public impression including, but not limited to, creating even an appearance of impropriety with respect to the Texas Lottery, Texas Lottery games, the Successful Bidder, of the State of Texas.
- j) If funds become unavailable because of a lack of appropriation as described in Section 6.5 of this IFB.

6.14 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 Tex. Gov't 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, any of the 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.

All employees of the Successful Bidder shall have such knowledge and experience that is necessary to successfully perform the duties assigned to them. The Texas Lottery

Commission may instruct the Successful Bidder to remove any employee from the work authorized in this IFB, and immediately from the work premises, if in the sole opinion of the State the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work environment of the Texas Lottery Commission.

6.15 Ticket Purchase

6.15.1 In accordance with Tex. Gov't 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 the principal place of residence 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 Tex. Gov't Code §466.254.

6.15.2 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.

6.16 Liquidated Damages

6.16.1 **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.

6.16.2 *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 the Texas Lottery's demand.

6.16.3 *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.

6.16.4 *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.

6.16.5 *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 up to \$250.00 for each calendar day, or part of a day, until any required goods or services are delivered by the Successful Bidder and accepted by the Texas Lottery Commission. (Refer to Section 4.10 Delivery Date)

6.16.6 *Shipping Errors.* The failure of the Successful Bidder to deliver any required goods and services in accordance with any shipping requirement under any contract entered into as a result of this IFB may result in the assessment of liquidated damages up to \$200.00 occurrence. (Refer to Section 4.12 Shipping Requirements)

- 6.16.7 *Failure to Adhere to Specifications Causing Late Acceptance.* The failure of the Successful Bidder to deliver the required goods and services in accordance with the specifications of this IFB and any contract entered into as the result of this IFB, such that the good or service is functionally inadequate, thereby causing the TLC to reject the nonconforming good or service, may result in the assessment of liquidated damages in the amount up to of \$250.00 for each calendar day, or part of a day, until a conforming good or service is delivered by the Successful Bidder and accepted by the TLC. The determination as to whether a good or service is functionally inadequate is within the sole discretion of the TLC, and the determination may be made during the testing phase for a machine (Refer to Section 4.6.2) before final acceptance occurs.
- 6.16.8 *Late Service Response.* The failure of the Successful Bidder to timely respond to a request for maintenance, repair or emergency services under any contract entered into as a result of this IFB may result in the assessment of liquidated damages in the amount of \$100.00 per day. (Refer to Section 4.6)
- 6.16.9 *Failure to Meet Product Specifications.* The failure of the Successful Bidder to deliver any required goods in accordance with the specifications of a contract entered into as the result of this IFB may result in the assessment of liquidated damages in the amount of \$100.00 per day.

6.17 Payment

All payments will be made in accordance with Tex. Gov't Code ch. 2251 ("Payment for Goods and Services"). The Successful Bidder ("Vendor") shall submit invoices upon completion and acceptance 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 five (5) Pick 3™ Drawing Machines and the thirty-seven (37) ball sets, 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.

6.18 Non-Disclosure

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.

6.19 Code of Conduct

The Texas Lottery Commission is an extremely sensitive enterprise because its success depends on maintaining the public trust by protecting and ensuring the security of lottery products. The Texas Lottery incorporates the highest standards of security and integrity in the management and sale of entertaining lottery products, and lottery vendors are held to the same standards. Therefore, it is essential that operation of the Texas Lottery, 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 quality and standards.
- Use its best efforts to prevent the industry from becoming embroiled in unfavorable publicity.
- Make 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.
- Report security problems or potential security problems with any services provided pursuant to this IFB immediately and only to the Texas Lottery.
- Otherwise comply with the State Lottery Act (Tex. Gov't Code ch. 466) and Texas Lottery Commission rules, procedures and policies.
- Provide best practices related to security and integrity standards within the industry.

6.20 Amendment

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

6.21 Non-Waiver

The failure of the Texas Lottery Commission to object to, or to take affirmative action with respect to, any conduct of the Successful Bidder that 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. Nothing in this IFB, or any contract resulting from this IFB, shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Texas Lottery Commission, as an agency of the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the Texas Lottery

Commission under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities, or be considered as a basis for estoppel.

6.22 Accounting Records

The Successful Bidder and its subcontractors are required to maintain and retain their books, records, information and any and all other supporting fiscal documents relevant to showing any payments under the contract were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Texas Comptroller of Public Accounts and the Texas State Auditor. 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 seven (7) full years after (i) the expiration date of any contract awarded pursuant to this IFB, (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 to conduct an audit, 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, 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 for any purpose.

6.24 Contact with Texas Lottery Commission Employees

6.24.1 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, "gift" has the meaning as defined in Tex. Gov't Code §467.001(4) and as may be subsequently changed or amended by acts of the Texas Legislature.

6.24.2 Employees, Subcontractors and agents of all prospective Bidders and employees, Subcontractors and agents of the Successful Bidder should not engage in nonprofessional socialization (socialization outside of a work context) with a Texas Lottery employee. There may be circumstances, however, in which nonprofessional socialization is acceptable, for example, because of family relationships, common acquaintances, or common outside activities. The restrictions on nonprofessional socialization are not meant to apply to unplanned, incidental social contact. In such circumstances, employees, Subcontractors and agents of all prospective Bidders and employees, Subcontractors and

agents of the Successful Bidder should not discuss Texas Lottery business with any Texas Lottery employee.

- 6.24.3 Professional socialization at activities such as industry trade conferences and site visits is permitted.

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 Pursuant to Tex. Gov't Code §2252.907 the Successful Bidder is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

6.25.3 Child Support

Under Tex. Fam. Code §231.006 (relating to child support), the Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified grant, loan or 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 Tex. Fam. Code §231.006, 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: _____

- 6.25.4 Pursuant to Tex. Gov't Code §2271.002, the Executive Director may not award a contract for goods or services unless the contract contains a written verification from the Bidder that it: (1) meets an exemption criterion under Section 2271.0002; or (2) does not boycott Israel and will not boycott Israel during the term of the contract. Bidder shall state any facts that make it exempt from the boycott certification in its bid. By signing and submitting a bid, the Bidder certifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.

- 6.25.5 Under Tex. Gov't Code §2252.152, a state agency may not award a contract to a company engaged in business with Iran, Sudan, or known to have contracts with or provide supplies or services to a foreign terrorist organization. The Proposer/Bidder certifies it is not ineligible to receive a state contract under §2252.152.
- 6.25.6 Pursuant to Tex. Gov't Code §572.069, the Successful Bidder certifies that it has not employed and will not employ a former state officer or employee of the Texas Lottery who participated in a procurement or contract negotiation for the Texas Lottery involving the Successful Bidder before the second anniversary of the date the contract was signed or the procurement was terminated or withdrawn.
- 6.25.7 Under Tex. Gov't Code §2155.0061, related to the prohibition on certain bids and contracts related to persons involved in human trafficking, the Successful Bidder 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

The Successful 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 Sec. 15.01, et seq.

6.27 Severability

In the event that any provision(s) of this IFB, or any contract resulting from this IFB, may later be determined to be invalid, void, or unenforceable, then the remaining provisions of this IFB or any resulting contract shall remain in full force and effect.

6.28 Preferences

Any Bidder or Proposer entitled to a preference(s) under Texas law shall claim the preference(s) in its bid/proposal.

6.29 Cybersecurity Training

Under Tex. Gov't Code §2054.5192, any contractor with access to a TLC computer system or database shall complete a cybersecurity training program certified under §2054.519. The contractor shall verify completion with TLC prior to receiving access to computer systems or databases.

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

7.1 Creation of “Works”

Bidder may create certain Works 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.

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 and Third-Party Rights

- 7.7.1 To the extent that any pre-existing rights and/or third party rights or limitations are embodied, contained, reserved or reflected in the Works, the Successful Bidder shall either (a) grant to the Texas Lottery 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 in connection with the sale, offering for sale, marketing, advertising, and promotion of the Texas Lottery's goods and services, and in all forms of media, media channels and/or publicity that may now exist or hereafter be created or developed, including but not limited to television, radio, print, Internet, and social media (e.g., Facebook, Twitter, YouTube, etc.) and (ii) authorize others to do any or all of the foregoing, or (b) where the obtaining of the aforementioned rights is not reasonably practical or feasible, provide written notice to the Texas Lottery of such pre-existing or third party rights or limitations, request the Texas Lottery's approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third party rights on such terms as may be reasonably negotiated, and obtain the Texas Lottery's written approval of such pre-existing or third party rights and the limited use of same. The Successful Bidder shall provide the Texas Lottery with documentation indicating a third party's written approval for the Successful Bidder to use any pre-existing or third-party rights that may be embodied, contained, reserved or reflected in the Works. The Successful Bidder shall indemnify, defend and hold the Texas Lottery harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all losses, damages, and costs (including attorneys' fees and settlement costs) arising from or relating to, directly or indirectly, any claim or assertion by any third party that the Works infringe any third party rights. The foregoing indemnity obligation shall not apply to instances in which the Texas Lottery either (y) exceeded the scope of the limited license that was previously obtained by the Successful Bidder and agreed to by the Texas Lottery, or (z) obtained information or materials, independent of the Successful Bidder's involvement or creation, and provided such information or materials to the Successful Bidder for inclusion in the Works, and such information or materials were included by the Successful Bidder, in an unaltered and unmodified fashion, in the Works.
- 7.7.2 The Successful Bidder agrees that it shall have and maintain, during performance of the Contract, written agreements with all employees, Subcontractors, or agents engaged by the Successful Bidder in performance hereunder, granting the Successful Bidder rights sufficient to support all performance and grants of rights by the Successful Bidder. Copies of such agreements shall be provided to the Texas Lottery promptly upon request.

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 the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to the Texas Lottery Commission's business. Therefore, the Successful Bidder acknowledges and stipulates that a court of competent jurisdiction should immediately enjoin any material breach of the intellectual property, licensing, and confidentiality provisions 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.

PART 8 ATTACHMENTS

Attachment 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.....	Policy on the Utilization of Historically Underutilized Businesses (HUBS)
Attachment I.....	HUB Subcontract Plan

ATTACHMENT A

GOVERNMENT CODE § 466.155

(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:

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

(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.

(b-1) A hearing under this section must be conducted by the State Office of Administrative Hearings and is subject to Section 2001.058(e).

(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, and Texas Alcoholic Beverage Commission 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, Sec. 4.03(b), eff. Aug. 30, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 6.21, eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 696, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1275, Sec. 51, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 394, Sec. 1, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1420, Sec. 14.760, eff. Sept. 1, 2001. Acts 2013, 83rd Leg., R.S., Ch. 993 (H.B. 2197), Sec. 5, eff. September 1, 2013. Acts 2017, 85th Leg., R.S., ch. 141 (H.B. 1555), Sec. 1, eff. May 26, 2017. Acts 2019, 86th Leg., R.S., ch. 506, Sec. 6, eff. June 7, 2019.

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:	

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

PICK 3™ DRAWING MACHINES AND BALL SETS

NOTE: A SEPARATE COST SHEET MUST BE SUBMITTED FOR EACH OF THE TWO (2) DRAWING MACHINE DESIGNS 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. Pick 3™ Drawing Machines	EACH	5		
2. Installation, training, and on-site testing assistance upon delivery	N/A	N/A	NO CHARGE	NO CHARGE
3. Initial one year required warranty period (See Section 4.6.5)	N/A	N/A	NO CHARGE	NO CHARGE
4. Ball Sets (including cases)	EACH SET	37		
5. Reusable shipping crates with hinged ramps	EACH	5		
6. Shipping and handling charges	LOT	1		
TOTAL EQUIPMENT COST				

All prices quoted must be F.O.B. Destination. Prices must be inclusive of all charges for freight delivery, handling, etc.

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 equipment is to be delivered to the following address:

Texas Lottery Commission Warehouse
Attention: Michael McConnell
8006 Cameron Rd., Suite F
Austin, Texas 78754
(512) 919-5627

Delivery dates and times must be coordinated with the TLC purchaser, assigned facilities staff and the TLC Drawings Section. Please refer to Sections 4.6 and 4.10 for equipment delivery and installation.

ATTACHMENT F

SCORING MATRIX

Written Bid (1000 Points Possible) Category IFB FOR PICK 3™ DRAWING MACHINES AND BALL SETS	Possible Points
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
Cost Bid Subtotal	
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
Technical Bid Subtotal	
TOTALS	1000

TOTALS (1000 Points Possible)

Bidder	Points – IFB	Total Points
	1000	

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

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 Tex. Gov't 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 Tex. Gov't Code §466.155 (**Attachment A**).

(Company Name)

Certifies that it has reviewed Tex. Gov't 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

POLICY ON THE UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

In accordance with Texas Government Code §§2161.181-182 and §466.107, and with the Texas Lottery Commission's rule relating to Historically Underutilized Businesses (HUBs), 16 Texas Administrative Code §403.301, state agencies shall make a good faith effort to utilize HUBs in contracts for construction, services, including professional and consulting services, and commodity contracts. The Commission has adopted the Comptroller of Public Accounts HUB Rules as its own rules, and encourages the use of HUBs by implementing these policies through race, ethnic, and gender-neutral means. The Commission is committed to promoting full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:

- (1) *11.2% for heavy construction other than building contracts;
- (2) *21.1% for all building construction, including general contractors and operative builders contracts;
- (3) 32.9% for all special trade construction contracts;
- (4) 23.7% for professional services contracts;
- (5) 26.0 % for all other services contracts; and,
- (6) 21.1% for commodities contracts.

* Heavy Construction and Building Construction categories/goals are not applicable to the Lottery Commission's operations. Currently, the Commission does not have programs or strategies related to these categories.

The Commission and its contractors shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the Commission expects to award in a fiscal year. It is the policy of the Commission to accomplish these goals either through contracting directly with HUBs or indirectly through subcontracting opportunities. The Commission's policy on the utilization of HUBs and minority businesses is related to all contracts with an expected value of \$100,000 or more, and whenever possible, in contracts less than \$100,000.

As set forth in the Comptroller's HUB rules at 34 Texas Administrative Code §20.282, a HUB is a business, as described below, that is certified by the State of Texas and has not exceeded the size standards established by 34 Texas Administrative Code §20.294 with its principal place of business in Texas. Qualifying HUB owners must be residents of the State of Texas; have a proportionate interest and demonstrate active participation in the control, operation, and management of the HUB entity's affairs; and be economically disadvantaged because of their identification as members of the following groups: Black Americans, Hispanic Americans, American Women, Asian Pacific Americans, Native Americans, or Disabled Veteran.

The Comptroller of Public Accounts will certify those eligible businesses that apply for HUB certification under the following business structures and defined ownership:

- Woman or Minority-Owned Business:

- a) a corporation formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more person(s) identified above;
 - b) a sole proprietorship created for the purpose of making a profit that is 100% owned, operated, and controlled by a person identified above;
 - c) a partnership formed for the purpose of making a profit in which 51% of the assets and interest in the partnership is owned by one or more persons identified above;
 - d) a joint venture in which each entity in the joint venture is a HUB;
 - e) a supplier contract between a HUB and a prime contractor under which the HUB is directly involved in the manufacture or distribution of the supplies or materials or otherwise warehouses and ships the supplies; and
 - f) a business which is formed for the purpose of making a profit which is otherwise a legally recognized business organization under the laws of the State of Texas, provided that at least 51% of the assets and 51% of any classes of stock and equitable securities are owned by one or more persons identified above.
- Service Disabled Veteran Business:
 - a) Veterans as defined by 38 U.S.C. §101(2) who have suffered at least a 20% service-connected disability as defined by 38 U.S.C. §101(16) who are not Black Americans, Hispanic Americans, American Women, Asian Pacific Americans, or Native Americans.

For further explanation, see the Comptroller of Public Accounts HUB Rules definitions at 34 Texas Administrative Code §20.282.

ATTACHMENT I

HISTORICALLY UNDERUTILIZED BUSINESS 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) §20.284 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,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** 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: _____
(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* 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		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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 **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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.

Enter your company's name here: _____

Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing 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 do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***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.

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.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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.

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IMPORTANT: If you responded “Yes” to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” 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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

Item Number: Description:

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

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 the attachment.

Item Number: _____ 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, 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 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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. 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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more 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 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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List two (2) 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.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

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

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

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 the attachment.

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

Item Number: _____ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - 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 I-1
HSP QUICK CHECKLIST



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 do not have a continuous contract* in place for more than five (5) years 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 do not have a continuous contract* in place for more than five (5) years 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 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. - 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 (i.e., employees, supplies, materials and/or equipment), 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, to include 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-2
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, §20.285 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, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

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 _____ on _____ .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, 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, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(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 trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

- Not Applicable

4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable

ATTACHMENT I-3
HUB/CMBL

Using the Centralized Master Bidders List – HUB Directory to Locate Historically Underutilized Businesses (HUBs)

General Information

As part of the good faith effort outreach process (Method B), Bidders/Proposers are responsible for utilizing the Centralized Master Bidders List (CMBL) - HUB Directory to locate potential HUB subcontractors. The list is maintained by the Texas Comptroller of Public Accounts (CPA). Bidders/Proposers using Methods A (1) or A (2) should use the database to verify the HUB status of all subcontractors 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 database may be accessed via the internet at:

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>

The CMBL - HUB Directory is a “live” database that is updated on a continuous basis. **NOTE: Vendors who are currently HUB certified will have a HUB status of “A- Active” when viewed in the Detail List format. When viewing a vendor’s complete profile, a certified HUB will show a HUB status of “Active Bidder (A – Approved; Active Texas certified HUB).” 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 certified at the time that you are preparing the HSP.

When using Method B, you must also access the following list on the CPA website to locate at least two trade organizations or development centers that serve members of the HUB groups, in order to notify them of each identified subcontracting opportunity:

<https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>

These entities have expressed their willingness to accept notices of subcontracting opportunities from vendors to distribute to their members.

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

Using the Centralized Master Bidders List (CMBL) – HUB Directory to Locate Historically Underutilized Businesses (HUBs)

Instructions

I. Introduction

This guide is designed to assist you in accessing and using the CMBL – HUB Directory to locate HUB vendors who can provide specific goods or services and/or to verify HUB status. Note that you can view additional information by clicking on the “help” link displayed in the upper right hand corner of the CMBL – HUB Directory search screen.

II. Access the CMBL – HUB Directory via the internet:

<https://mycpa.cpa.state.tx.us/tpasscmbblsearch/tpasscmbblsearch.do>

III. CMBL – HUB Directory Search Screen

Use the various search selection criteria to create lists of potential vendors as well as retrieve specific vendor information. The “help” sections below explain the search criteria options.

After selecting desired search criteria, click on the “**Search**” button to begin the search.

Clicking on the “**Clear Search**” button will remove all information you have entered or selected, and thereby defaulting back to the original settings.

Specific vendor data options

Use the following optional fields to refine vendor-specific search results:

“Search For” - This feature is used to specify whether you want to search for vendors who are registered on the CMBL, and/or vendors who are a Texas certified HUB.	
CMBL Only	Search results will consist of active vendors who are registered on the CMBL regardless of whether they are a Texas certified HUB. This result will include both HUB and non-HUB vendors. NOTE: Only those vendors marked with a HUB status of “A-Active” are currently certified.
HUBs Only	Search results will consist of Active vendors who are a Texas certified HUB, regardless of whether they are registered on the CMBL.
HUBs on CMBL	Search results will consist of Active vendors who are a Texas certified HUB registered on the CMBL.
All Vendors	Search results will consist of Active vendors that are registered on the CMBL, and active vendors who are a Texas certified HUB. This result will include both HUBs and non-HUB vendors.

Note that the check list in the “Select Fields for Output” box allows the user to customize the information that will be displayed in the search results. You may check as many or as few fields as appropriate. These selections will not work with the following two output options: 1) all contact information, or 2) two column mailing labels, because these options have a pre-determined format.

“Output” Options	
The 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.	
Detail List	Produces a list of summary information for each vendor that meets the search criteria. Clicking on the links to either a vendor name or vendor ID will provide more detailed information, including a list of the commodity classes and items that the vendor has associated with their profile.
All Contact Information	Produces a profile box that displays complete contact information for each vendor, including address, phone, fax, contact name, and a business description.
Excel Spreadsheet	Generates a list in an Excel spreadsheet (this option will only work if the list is 1,000 vendors or less).
Other available options are: downloading to a text file (Max 1000 vendors), producing a comma or Pipe () Delimited List, or generating two column mailing labels.	

“Sort by” Options
The user can sort by Vendor Name, Vendor ID, City, Zip Code, HUB Eligibility/HUB 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.

IV. Using the “Single Vendor Search” to Locate a Specific Vendor

“Single Vendor Search” - This feature may be used to narrow your search to a specific vendor.	
Vendor ID (VID) Number	Enter at a minimum, the first 10-digits of the company’s 13-digit VID Number you are searching for. Example: 199999999900. Search results will consist of vendor profiles matching the VID Number you entered based on the “Search For” criteria you selected.
Vendor Number	Enter the 5 or 6-digit Vendor Number of the company you are searching for. Example: 99999 or 999999. Search results will provide the vendor profile matching the Vendor Number you entered based on the “Search For” criteria you selected.
Vendor Name	Enter a portion of the company’s name you are searching for. Example: ABC Logistics Company. In the example given, it is recommended that you enter “Logistics” because “ABC” may have spaces or periods between them. The search results will provide the vendor profiles that have a company name containing “Logistics” based on the “Search For” criteria you selected.
Include Inactive Vendors	This feature can be used to include inactive vendor profiles to the search results based on the “Search For” criteria you selected, and the VID Number, or Vendor Number or Vendor Name you entered.

V. Using the “Multiple Vendor Search” to Generate a List of HUB Vendors

“Multiple Vendor Search” - This feature can be used to narrow your search to vendors who can provide goods and/or services based on the National Institute of Governmental Purchasing codes they have identified in their company’s CMBL/HUB vendor profiles.	
NIGP Class Code	NIGP Class Codes are 3-digit numbers that represent a general description of the goods or services vendors may provide. As referenced in the NIGP Commodity Code Book, the general description for 3-digit Class Code “005” is “Abrasives” whereas the general description for 3-digit Class Code “010” is “Acoustical Tile, Insulating Materials, and Supplies.”
Items	Item codes are 2-digit numbers that represent a more defined description of the goods or services vendors can offer. As referenced in the NIGP Commodity Code Book, the 2-digit Item code “05” represents “Abrasive Equipment and Tools” within Class Code “005” whereas the 2-digit Item code “14” represents “Abrasives, Coated: Cloth, Fiber, Sandpaper, etc.” within Class Code “005.” Note: You must use a comma to separate multiple Item codes. Example: Item = 05,14,21
Highway District(s)	The State of Texas is divided into 25 Highway Districts which include designated counties. Vendors specify within their CMBL/HUB vendor profiles the highway districts to which they can provide their goods and services. Note: You must use a comma to separate multiple Highway District codes. Example: 01,03,22

For more information about using NIGP commodity codes, please refer to Section VII of this document.

Step	Action
1.	Select a search option. You may use either “HUBs Only” or “HUBs on the CMBL.”
2.	Select the desired format from the drop-down menu next to the words “Output as” in the “Output Options” box. If you would like to customize the information that will be displayed, check the appropriate fields in the “Select Fields for Output” box.
3.	Select the desired sort option from the drop-down menu next to the words “Sort by” in the “Output Options” box.
4.	In the “Multiple Vendor Search” box, enter the appropriate class and item codes into the field labeled “Selection 1” in the. You may enter up to three class codes to produce a list of HUBs who can provide one or more of the selected classes. You may also enter multiple item numbers, separated by a comma in the “items” field for a list of HUBs who can provide one or more of the selected items. NOTE: You may view the Commodity Code List by clicking on the “Class Code” or “Item Code” blue hot keys.
5.	If you choose to limit the list by highway district, enter the district number. NOTE: You may view highway district Information by clicking on the “Highway District” blue hot key.
6.	If you choose to limit the list by County, City or Zip Code, enter the appropriate information into the fields in the “Business Category/Vendor Location Search” box. 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.

The HUB status codes indicate whether or not a particular vendor is an active HUB. The status codes may be viewed on-line by clicking on the “HUB Status” hot key. **NOTE: Vendors who are currently HUB certified will have a HUB status of “A- Active” when viewed in the Detail List format. When viewing a vendor’s complete profile, a certified HUB will show a HUB status of “Active Bidder (A – Approved; Active Texas certified HUB)”. All other HUB status codes indicate that a vendor is either inactive or not a HUB.**

VI. Business Category/Vendor Location Search

Business Category/Vendor Location Search” - This feature may be used to identify vendors within a general Business Category and/or located within a specific County, City, Zip Code or Highway District.	
Business Category	For the purposes of CMBL/HUB registration, vendors are grouped into one of the following categories: 01 - Heavy Construction other than Building Contracts 02 - Building Construction, including General Contractors and Operative Builders 03 - Special Trade Construction 04 - Financial and Accounting Services 05 - Architectural/Engineering and Surveying Services 06 - Other Services including Legal Services 07 - Commodities Wholesale 08 - Commodities Manufacturers 09 - Medical
County Location	Texas County in which the vendor is located based on the mailing address in its CMBL/HUB vendor profile.
City Location	City in which the vendor is located based on the mailing address in its CMBL/HUB vendor profile.
Zip Code Location	Zip code in which the vendor is located based on the mailing address in its CMBL/HUB vendor profile. Specify 5-digit zip codes like “78701” or 9-digit zip codes like “78701-1234”.
Highway District(s) Location	The State of Texas is divided into 25 Highway Districts which include designated counties. Vendors specify within their CMBL/HUB vendor profiles the highway districts to which they can provide their goods and services. Note: You must use a comma to separate multiple Highway District codes. Example: 01,03,22

“Select Fields For Output” - Select the fields of information that you would like have displayed in the search results. Some fields are preselected and may be unchecked if desired.

“Output Options” - Select the format in which you would like the information to be displayed. Note: If the search results exceed 1,000 vendors, you will have to select “Comma Delimited List” or “Tab Delimited List” which you can save and import into another median such as Excel.

VII. Using the NIGP Commodity Code

The NIGP Commodity Code is a system of classifying goods and services by general descriptions (classes) and specific descriptions (items). NIGP Class-Item Codes contain five digits. To obtain the five digit code, combine the three digit class code with its corresponding two digit item number. Note that all class codes of 900 and above are for services.

EXAMPLE: Class 615 is described as “Office Supplies, General,” and Item 81 is described as “Staples.” If you were looking for vendors to provide staples, you would use Class/Item 615-81 to do your CMBL - HUB Directory search.

There are several ways to view the NIGP code on the CPA website:

Commodity Code Listing by Class

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 Commodity Code Search Screen.

Access the Commodity Code Listing by Class at:

<https://mycpa.cpa.state.tx.us/commbook/>

Commodity Code Search Screen

From this screen, you can enter a key word or words to match. Matches will contain all words entered. You can also do a search by three digit class code.

Access the Commodity Code Search Screen at:

<https://mycpa.cpa.state.tx.us/commbook/indexSearch>

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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

Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
24/6 LOGISTICS, LLC	Jesse J. Victor	23497 FAIRLAKE LANE,	HUFFMAN	TX	77336	a246log@yahoo.com	832-454-2896	BL	M
3 FARMER ENTERPRISES, INC.	Darren Farmer	PO BOX 9356,	TYLER	TX	75711-9356	farmerenterprise@hotmail.com	903-571-4687	BL	M
81 TRUCKING SERVICES LLC	Jerome Moore	11811 NORTH FWY STE 500,	HOUSTON	TX	77060-3287	j.moore@81truckingservicesllc.com	713-259-1076	BL	M
A LEVINE WILLIAMS LOGISTICS LLC	Alfreda Williams	17235 BORDEN MANOR DR,	HOUSTON	TX	77090-2214	info@alevinewilliamslogistics.com	281-537-1017	BL	F
A-ROCKET MOVING & STORAGE INC	Deandre Sam	3401 CORDER ST,	HOUSTON	TX	77021-5545	dmsam@arocket.com	713-748-6024	BL	M
ABLE LOGISTICS, LLC	Christopher Jermaine McCoy	2492 STANLEY RD # 340474,	FORT SAM HOUSTON	TX	78234-5500	chris@ablelog.net	757-537-4232	BL	M
ACTION TRANSPORTATION SERVICES, INC.	Lucy Bowerman	PO BOX 15711,	HOUSTON	TX	77220-5711	actiontransport@sbcglobal.net	713-673-4817	WO	F
ADGO FIELD SERVICE, LLC	ARCELIA JUAREZ	901 PRINCETON AVE,	MIDLAND	TX	79701-4158	ARCYJUAREZ@YAHOO.COM	432-634-3131	HI	F
ADVANTAGE GLOBAL LOGISTICS, INC.	Judy Hauenstein	PO BOX 292516,	LEWISVILLE	TX	75029-2516	j.hauenstein@advantagegloballogistics.com	940-218-6458	DV	M
AFRICA 2000, INCORPORATED	Ndiago Lo	3232 IGLOO RD.,	HOUSTON	TX	77032	lo@africa2000inc.com	281-209-2400	BL	M
AGGIE MOVERS COMPANY	Wailan Watson	1300 AIRLINE DR,	COLLEGE STATION	TX	77845-5184	aggiemoversco@yahoo.com	979-764-2928	BL	M
AIM OVER-THE-ROAD, LLC	Angelica Garcia	P.O. BOX 259,	KATY	TX	77492-0259	AGarcia@AIMGlobalLogistics.com	713-489-8911	WO	F
ALL AROUND TRUCKING LLC	FLOYD E. COLEMAN JR.	11226 BEAUVOIR DR,	HOUSTON	TX	77065-2010	FLOYDECOLEMAN@GMAIL.COM	346-814-5766	BL	M

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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

Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
ALL POINTS WAREHOUSE, INC	Rebecca A Roberts	1503 GAZIN ST,	HOUSTON	TX	77020-8111	rebecca.roberts@allpointswarehouseinc.com	832-767-4359	HI	F
ALWAYS KEEP IT MOVING LOGISTICS LLC	WILLIAM SOWELL	329 S PINE RD STE 100,	TEXAS CITY	TX	77591-4704	PSOWELL7@GMAIL.COM	281-245-7288	BL	M
AMERICA INSTRUMENT INC.	Hansheng Lei	2450 COURAGE BLVD,STE 108	BROWNSVILLE	TX	78521-5133	hansheng.lei@gmail.com	956-410-1188	AS	M
AMERIWAY LLC	Aaron Dias	5145 MEANDERING CREEK CT,	FORT WORTH	TX	76179-4259	aaron@ameriwaytransport.com	817-655-3802	BL	M
ANTHONY T'S TRUCKING SERVICE INC.	ANTHONY T. ADAMS	8303 ADLER LAKE DR,	HOUSTON	TX	77083-5271	anthony.adams@anthonytstrucking.com	281-773-3071	BL	M
ANVEE INTERNATIONAL LLC, POSTAL + COPY	Ajay K Rohatgi	10245 KEMPWOOD DR STE E,	HOUSTON	TX	77043-1840	pp510245@gmail.com	713-939-0500	AS	M
AQUAOCEAN TRANSPORT INC	Laura True	1415 NORTH LOOP W,STE 710	HOUSTON	TX	77008-1664	Laura@aquaoceantransport.com	281-444-9199	WO	F
AQUATEX WATER CONDITIONING, INC.	Nancy L. Standeford	2601 HIGHWAY 35 BYP N,	ALVIN	TX	77511-8585	nls@aquatexwater.com	281-331-7777	WO	F
AREA COURIER SERVICE, LLC	Joycene A Roussell	4014 S SANDY CT,	MISSOURI CITY	TX	77459-3762	areasvc@yahoo.com	281-683-5663	BL	M
ASH-NEM TRUCKING	Robert Ashford	P O BOX 16478,	AUSTIN	TX	78761-1908	ashnemhauling@gmail.com	512-247-1293	BL	F
ATC LOGISTICS LLC	KENDRA HERRERA	337 PECAN ST,	UVALDE	TX	78801-3950	ATCLOGISTICS1@GMAIL.COM	830-407-9287	BL	F
AUSTIN RIG & CRATE LLC	Veronika Pele	PO BOX 1525,	BUDA	TX	78610-1525	veronika@llrigging.com	512-413-6422	WO	F
B & E TRUCKING CO.	Bill Hall	7014 BUTTERFIELD,	SAN ANTONIO	TX	78227	bhall69032@gmail.com	210-267-8188	HI	M

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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

Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
B & G FREIGHT BROKER LOGISTICS LLC	Managing Director/Debra Boyd	2600 SOUTH LOOP WEST SUITE 300D,	HOUSTON	TX	77054	bgfreightbrokerlogistics@gmail.com	713-534-1746	BL	F
BARNYARD BROTHAS, LLC	Strong College Students Moving	5109 82ND ST SUITE 7 PMB 1153,	LUBBOCK	TX	79424	cwilson@wt.scsmoving.com	806-370-3700	BL	M
BARTON ENDEAVORS, LLC DBA	Zen Trevino	LOGISTICS,4333 STATE HWY 16 SOUTH SUITE 100	BANDERA	TX	78003	GovernmentBids@BartonLogistics.com	830-522-3166	WO	F
BASSIRAH CONSULTING LLC	MADIYOU DIALLO	5760 LEGACY DR STE B3-368,	PLANO	TX	75024-7102	madiyou@bassirahconsulting.com	469-449-8835	BL	F
BRANDON TRANSPORT SERVICES LLC	Barsanelt Offord-Brandon	13203 GENESIS PLANTATION LANE,	HOUSTON	TX	77044	barsanett@brandontransport.com	713-376-0556	BL	F
BULLDOG S3 LLC	Clyde Odems	1124 AMERICANA LN,1408	MESQUITE	TX	75150-7631	Bulldogs3llc@yahoo.com	214-418-7447	BL	M
BUSINESS SOLUTIONS TRANSPORT LLC	Barbara J Maulis	1215 W CROSBY RD #100,	CARROLLTON	TX	75006	barbpeifer@bsttx.com	972-446-0700	WO	F
C & C ALCOSER TRUCKING	Cristoval Alcoser	4606 PINE HURST MESA,	SAN ANTONIO	TX	78247	alcosertrucking@sbcglobal.net	210-771-5458	HI	M
C & D COURIERS, INC.	President-CEO/David E. Miller	11419 FERRELL DR STE 108,	FARMERS BRANCH	TX	75234-9419	dmiller@cdcouriers.com	972-458-2342	BL	M
CANTERA TRANSPORTATION	President/Pam Davis	3340 SOUTH HIGHWAY 101,	BRIDGEPORT	TX	76426	pam@sartrans.com	940-242-0666	WO	F
CARING HEARTS TRANSPORT LLC	Manwell Bush	2714 STRATFORD CT,	EULESS	TX	76039	manwellbush305@gmail.com	817-680-4093	BL	M
CENTRAL DELIVERY SYSTEMS, LLC	Jennifer Oswald	7801 NORTH SHEPHERD DRIVE,SUITE 107	HOUSTON	TX	77088	joswald.cds@gmail.com	281-931-4700	HI	M
CITY TRANSPORT EXPRESS	Frank Okoro	1011 TANGLEWOOD DR.,	LEANDER	TX	78641	francis.citytransport@gmail.com	512-293-0286	BL	M

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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

Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
CJA ENTERPRISES LLP	Carla Peacock	362 CROSSROADS RD,	COLLINSVILLE	TX	76233-3366	astrideapp@msn.com	540-840-1960	WO	F
CLASSIC HOTSHOTS & COURIER SERVICES INC	Larry D. Young	542 HARRISON ST,	CORPUS CHRISTI	TX	78404-2702	classichotshotscourierservices@gmail.com	361-695-6420	BL	M
COASTAL BEND X-PRESS TRUCK SERVICE LLC	Tony Garza	1814 ISAIAH CT,	CORPUS CHRISTI	TX	78418-7515	tony.cbxpress@gmail.com	361-585-9046	HI	M
CRESTLINE TRUCKING LLC	KRISDEON SLACK	1005 NORTHLAKE DR,	DESOTO	TX	75115-1526	CRESTLINETRUCKINGLLC@GMAIL.COM	214-607-3224	BL	M
D.E.E.R. TRUCKING, LLC	RAY, DERRICK	491 HAMPEL ROAD,	PALMER	TX	75152	DEERTRUCKINGLLC@YAHOO.COM	972-228-4615	BL	M
DAN-ELI ACE FORWARDING, INC.	FIDENCIO FLORES JR	2201 UVALDE AVE., SUITE 19,	MCALLEN	TX	78503	jr@daneliace.com	956-682-2746	HI	M
DEJALOAN TRUCKING, LLC	Pres./Lorena Rios	1301 E. COYOTE ST. APT. 2,	PHARR	TX	78577	dejaloan@icloud.com	956-832-2570	HI	F
DFW LINQ TRANSPORT, INC.	Hector Dayer, CFO	2004 L. DON DODSON DR,	BEDFORD	TX	76021	ldayer@linqtransport.com	972-522-1500	HI	M
DICKENS DELIVERY SERVICES, INC.	Dickens,Lori	21702 JULIE LANE,	TOMBALL	TX	77377	lori@dickensdelivery.com	281-859-1172	WO	F
DLC TRANSPORT, LLC	Daphne Cole	4855 WEST FUQUA STREET SUITE 1615,	HOUSTON	TX	77045	lynncole363@yahoo.com	832-438-5881	BL	F
DOUBLE L INC	Shelly Crockett	PO BOX 618,	HEMPSTEAD	TX	77445-0618	shelly@lltrans.net	979-826-2499	WO	F
DRIZ'S SHIPPING & TRANSPORT, LLC	Karolyn Williams	5210 GRIGGS RD,SUITE #14701	HOUSTON	TX	77221-0868	drizssandt@gmail.com	832-577-7811	BL	F
DUE WEST TRANSPORTATION, LLC	Edward West	PO BOX 3314,	LUBBOCK	TX	79452-3314	lubbock1@gmail.com	806-252-1233	BL	M

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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

Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
DVT FREIGHTWAYS	Donnisha Tate	11800 CITY PARK CENTRAL LN,APT 423	HOUSTON	TX	77047-3242	Dvtfreightways@gmail.com	346-240-4176	BL	F
DYNASTY ENVIRONMENTAL AND CONSTRUCTION	QuaTerral T Hughes	GROUP LLC,2107 ROLLING HILLS DR	PEARLAND	TX	77581-1421	quaterrial.hughes@dynastyenvironmental.com	713-826-9705	BL	F
E III TRUCKING LLC	CLAUDIA FLORES	113 CHISTA RD,	RIO GRANDE CITY	TX	78582-9821	E3TRUCKING@OUTLOOK.COM	956-279-4409	HI	F
EAST END TRANSFER & STORAGE, INC.	President / April Surratt	5607 CAVANAUGH,	HOUSTON	TX	77021	april@eastendtransfer.com	713-644-1811	WO	F
EASY RECYCLING AND SALVAGE, INC.	Diane Ferrara	PO BOX 271076,	FLOWER MOUND	TX	75027	info@easyrecycling.com	903-586-2274	WO	F
ECKMANN GROLL, INC.	Lynn Eckmann	218 MAVERICK ST.,	SAN ANTONIO	TX	78212	lynn@eckmannngroll.com	210-222-9128	WO	F
ECONO MOVE & STORAGE, INC.	Denys Estopier	2610 CHESTNUT BND,	SAN ANTONIO	TX	78232-4659	denys@economoveandstorage.com	210-637-6100	HI	F
ENDURANCE FREIGHT MANAGEMENT, LLC	Allen Rose	PO BOX 6,	GRAHAM	TX	76450-0006	allen@endurancelogisticsllc.com	210-452-8556	WO	F
ESPREE JOHNSON ENTERPRISES LLC	Espree Johnson Enterprises LLC	5685 THERESA ST,	BEAUMONT	TX	77705-6322	espreejohnsonenterprises@gt.rr.com	409-553-3010	BL	M
EXCARGO SERVICES INC.	Marcia Faschingbauer	5330 GULF FREEWAY,	HOUSTON	TX	77023-0306	mhfashingbauer@excargo.com	713-921-7700	WO	F
EXCITZ AUTO LLC	Excitz auto LLC	7610 MILLCHASE,	SAN ANTONIO	TX	78218-4467	Excitzauto11c@gmail.com	478-442-3309	BL	M
F JOHNSON TRUCKING	Frederick Johnson	517 E JAY CT,	DESOTO	TX	75115-7113	fjohnsontrucking@gmail.com	972-768-4522	BL	M
FEDCON1	Herman Jett	2425 N CENTRAL EXPY,SUITE 700	RICHARDSON	TX	75080-2756	govbiz@fedcon1.com	972-984-0779	BL	M

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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

Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
FIVVE GEM TRANS SERVICES, LLC	Ebony Gemes	3518 DAIN PLACE DR,	HUMBLE	TX	77338-2698	egemes@fivvegemtransservices.com	678-687-6008	BL	F
FONSECA FREIGHT SERVICE	Luis Fonesca	813 N MAIN ST STE 103,	MCALLEN	TX	78501-0101	luis@fonsecafreight.com	956-369-1644	HI	M
FREIGHTMAX LOGISTICS PARTNERS, LLC	Latisha Shahzad	PO BOX 11696,	SPRING	TX	77391-1696	LShahzad@freightmaxlogistics.com	832-458-0340	BL	F
GAMMA WASTE SYSTEMS, LLC	Joe C. Kappil	712 PASADENA FWY,	PASADENA	TX	77506-1414	joekappil@gammaservices.com	713-472-6900	AS	F
GARRETT TRANSFER AND STORAGE, INC.	Donna Garrett/President	GARRETT MOVING & STORAGE,600 S. BRYAN AVE	BRYAN	TX	77803	dgarrett@garrett-moving.com	979-779-6333	WO	F
GENSON & ASSOCIATES	GEORGE NWOSUH	PO BOX 201,	ALIEF	TX	77411-0201	GNWOSUH@YAHOO.COM	832-232-4814	BL	M
GML SOLUTIONS	Edwin A Grantham	11010 CHEVY CHASE DR,	HOUSTON	TX	77042-2607	bgrantham@gml-solutions.com	713-247-9080	DV	M
GUARANTEED EXPRESS, INC.	PRESIDENT/JENNIFER BLAKENEY	PO BOX 543273,	DALLAS	TX	75354-3273	jblakeney@gxcourier.com	214-631-8054	WO	F
GULF COAST FULL CIRCLE ENTERPRISES	Alice Lindsey-Washington	3008 7TH ST,	PORT ARTHUR	TX	77642-4834	allrubi2006@yahoo.com	409-543-1643	BL	F
HARBOR LOGISTICS, LLC.	Pauline Martin	340 N. SAM HOUSTON PKWY E.,SUITE 165Q	HOUSTON	TX	77060-3414	harborlogisticsllc@gmail.com	281-919-2034	BL	F
HARRIS UNLIMITED	DARIRON L HARRIS	412 PARADE RD,	DESOTO	TX	75115-4333	darironh@yahoo.com	214-683-3584	BL	M
HAZEL'S HOT SHOT, INC.	Dustin Marshall	PO BOX 810239,	DALLAS	TX	75381-0239	dustin@hazels.com	972-620-8812	WO	F
HENCE ENTERPRISES LLC	Michael Hence	3000 CUSTER RD,270-179	PLANO	TX	75075-4422	bids@hence.business	972-244-3714	BL	M

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
HOWDY SOLUTIONS, LLC	NEDRA NEWMAN	1111 POST OAK BLVD,	HOUSTON	TX	77056-3156	INFO@HOWDYSOLUTIONS.COM	214-415-0525	BL	F
HYBAS INTERNATIONAL, LLC	Lisa Phillip	14510 LISCOMB DR,	HOUSTON	TX	77084-1559	lisa@hybasinternational.com	281-855-6029	BL	F
IBX TRANSPORTATION, LLC	Robert Mackey	621 MARTIN DR,	DESOTO	TX	75115-8532	mrm@ibxtrans.com	972-322-2269	BL	M
IGLESIAS INDUSTRIES, LLC	Rafael Iglesias	7312 LOUETTA RD,SUITE B118 #120	SPRING	TX	77379-6175	rafael.iglesias@wsusa.net	713-628-0424	HI	M
INK EYE PRODUCTIONS LLC	CEO / Ronald Henley	23811 SPRING DANE DR,	SPRING	TX	77373-4904	inkeyelogistics@gmail.com	832-628-0813	BL	M
INTERSTATE EXPRESS DELIVERY SERVICE	Owner/RODERICK ADDISON	9903 PLOVER STREET,	AUSTIN	TX	78753	interstate815@aol.com	512-873-0104	BL	M
INVICTUS CYBER SOLUTIONS,INC	Linda T Harris	9839 SPRING HARVEST,	SAN ANTONIO	TX	78254-6145	Invictuscybersolutions@gmail.com	210-612-3199	BL	F
IQ BUSINESS SOLUTIONS, LLC	Sheila Lewis	1223 CORPORATE DR E,STE. D	ARLINGTON	TX	76006-6107	iqbizsolns@gmail.com	817-987-1315	BL	F
ISIAH JOHNSON ENTERPRISE	Isiah Johnson	3308 BOBOLINK,	VICTORIA	TX	77901	isiah888@sbcglobal.net	361-648-1506	BL	M
J. C. DELIVERY, INC.	Deborah Malloy	1645 WALLACE DRIVE,SUITE 120	CARROLLTON	TX	75006	dmalloy@jcdelivery.com	972-434-7767	WO	F
J. CANAVATI & CO. LLC.	Jorge Canavati	21750 OAK BLVD, SUITE 102,	SAN ANTONIO	TX	78258-2869	jc@jcanavati.com	210-858-6562	HI	M
JAMCO INTERNATIONAL, INC.	Juan Menchaca	8405 FM 3464,	LAREDO	TX	78045	juanm@jamcointl.com	956-717-3322	HI	M
JAYCO LOGISTICS, LLC	Managing Director Tia Johnson	PO BOX 440697,	HOUSTON	TX	77244-0697	tjohnson@jaycologistics.com	281-844-4911	BL	F

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Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
JBC CONSOLIDATED, LLC	JUSTIN OBILO	4034 WHEAT HARVEST LN,	KATY	TX	77494-6583	JUSTINOBILO@YAHOO.COM	832-881-0312	BL	M
JESUS R. TORRES TRUCKS	JACOB TORRES	538 GREEN AVE,	TAFT	TX	78390-2746	JCT361@GMAIL.COM	361-537-1956	HI	M
JOHNSON'S SHIPPING SOLUTIONS LLC	SIDNEY JOHNSON	1509 WESLEY DR,	MESQUITE	TX	75149-5659	logistics@johnsonsss.com	972-232-9115	BL	M
JRS ENTERPRISES LLC	Manager/Barnell Jones	PO BOX 60602,	FORT WORTH	TX	76115	jrsenterprisesusa@gmail.com	813-345-4101	BL	M
JUSTRUCK	RATHER LEE LOMAX JR.	3810 FM 945 RD N,	COLDSRING	TX	77331-9070	SEASPRINGINC@GMAIL.COM	936-447-0412	BL	M
K. A. FARMER TRUCKING, INC.	KAITLAN FARMER	1115 E SLATON RD UNIT B,	LUBBOCK	TX	79404-6001	kafarmertrucking@gmail.com	806-535-4348	WO	F
KATER LOGISITCS LLC	Managing Mbr/Don Johnson	9490 FM 1960 BYPASS W STE 200 #334,	HUMBLE	TX	77338	donjohnson@katerlogistics.com	832-404-2736	BL	M
KATHWA LLC	Owner / Baby Chowdhury	101 PIMLICO,	KYLE	TX	78640-5236	Kathwallc@gmail.com	571-524-0068	AS	F
KENEBREW CONSTRUCTION	william kenebrew	2195 WESCALDER RD,	BEAUMONT	TX	77707-4614	wkandcompany@gmail.com	409-600-4230	BL	M
KJK LOGISTICS INCORPORATED	Kristy J Kroll	115 HAHNE RD,	BANDERA	TX	78003-6113	kris@ets-atlanta.com	830-928-1717	WO	F
LABORNOW, LLC	Nicole Salha	PO BOX 571670,	HOUSTON	TX	77257-1670	labornowllc@gmail.com	713-213-4298	HI	F
LAWSON BUSINESS SOLUTIONS INC.	CEO/Yolanda Lawson	12680 W LAKE HOUSTON PKWY STE 510-4006,	HOUSTON	TX	77044	info@lawsonbusinesssolutions.com	832-305-6551	BL	F
LB TRANSPORTATION OPERATIONS, LLC	Robert Bradley	PO BOX 1016,	KELLER	TX	76244-1016	robert@lbtransportationllc.com	817-337-6830	WO	F

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Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
LEEDS ENVIRONMENTAL SERVICES, LLC	Mike Leeds	20647 HIGHWAY 321,	CLEVELAND	TX	77327-9432	mike.leeds@leedsenvironmental.com	281-761-5799	WO	F
LIMA CONCEPTS	Lizah Mandiringa	1210 HUNT LN,APT 14301	SAN ANTONIO	TX	78251-4671	lizbert2202@gmail.com	210-910-9196	BL	F
LIONESS LOGISTICS LLC	Ilan Denise Hollie	4806 EDINBURGH DR.,	TYLER	TX	75703	lionesslogistics2020@gmail.com	903-316-4542	BL	F
LOGISTIC EXPERTS LLC	Jaime Diez	15 PALO GRANDE DR,	BROWNSVILLE	TX	78521-2610	jaime@logisticexperts.us	956-317-3115	HI	M
LOGISTICORP, LLC	Thomas Thacker, President	1722 MINTERS CHAPEL RD SUITE 100,	GRAPEVINE	TX	76051	garry.castro@logisticorp.us	940-395-6000	HI	M
LOGNET WORLDWIDE, INC.	President / Vandarise Clark	3340A GREENS RD STE 880,	HOUSTON	TX	77032-2331	van_clark@lognetworldwide.com	281-449-5067	BL	M
LOUANNE FOSTER ENTERPRISES, INC.	President/ Louanne Foster	7550 RENDON NEW HOPE RD,	FORT WORTH	TX	76140	louanne.foster@gmail.com	817-478-4747	WO	F
LP WILLIAMS TRUCKING LLC	BRANDI PARKER	341 COLD WATER DR,	DESOTO	TX	75115-3795	BRANDI_PARKER2@YAHOO.COM	972-697-1022	BL	F
LSJ TRUCKING, INC.	Lesley J Juman	5020 FANNETT ROAD,	BEAUMONT	TX	77705	lsjtrucking@att.net	917-709-7160	AS	M
LTD LOGISTICS LLC	Terrence Watts	1513 SANDSTONE CT,	DESOTO	TX	75115-7841	t.watts@ltdlogistics.net	469-297-4557	BL	M
M & J TRANSPORT LIMITED LIABILITY	Rosemary D. Greer	COMPANY,PO BOX 112126	HOUSTON	TX	77293-2126	mjtranspo15@gmail.com	832-258-2814	BL	F
M&M SUPER MOVING, LTD	Chris Masters	PO BOX 348,	MANOR	TX	78653-0348	chris@mmmoving.com	512-451-5595	WO	F
M3 ENTERPRISE LLC	Gay Lazarine Thomas	514 COUNTY ROAD 503,	NACOGDOCHE S	TX	75961-0160	thomastgt@windstream.net	713-253-1822	HI	F

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Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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MAGNETIC PRECISION LOGISTICS L.L.C	Vanesia Adkins	700 N SAINT MARYS ST,SUITE 1400	SAN ANTONIO	TX	78205-3507	vadkins@magneticprecision.com	210-239-9033	BL	F
MASPERO TRANSPORTATION, LLC	CALVIN P. MASPERO	5959 WEST LOOP S STE 230,	BELLAIRE	TX	77401-2485	MASPEROTRANSPORTATIONLLC@GMAIL.COM	832-977-5710	BL	M
MATT EXPRESS INC DBA MATT EXPRESS	ABDULLAHI ABDULLE	4100 SPRING VALLEY RD STE 643,	DALLAS	TX	75244-3752	ALEXABDULLE@GMAIL.COM	214-263-0849	BL	M
MAYBRANCH LOGISTICS LLC	Trisherica Webb-May	13234 WITHEE PATH LN,	HOUSTON	TX	77048-1123	maybranch_logistics@yahoo.com	318-317-8956	BL	F
MD ALL SERVICE SOLUTIONS, INCORPORATED	Gilda Mitat-Del Valle	9827 TURQUOISE PL,	SAN ANTONIO	TX	78254-6001	gmitat@mdservice.solutions	740-563-2274	HI	F
MEDI-QUIP SUPPLY COMPANY, INC.	Manager/Kendall Tims	2918 HALCYON TIME TRAIL,	HOUSTON	TX	77045	kendalltims@yahoo.com	713-466-9971	BL	M
MH3 LOGISTICS LLC	MARVIS HARDEN	905 MAGNOLIA STREET,	SAN AUGUSTINE	TX	75972	marvisharden@yahoo.com	936-596-5153	BL	M
MISSION REDDY LOGISTICS INC.	ALTONIA WILLIAMS	PO BOX 3972,	CEDAR HILL	TX	75106-3972	ALTONIA_WILLIAMS@YAHOO.COM	214-729-3410	BL	M
MOVE LOGISTICS, INC.	Sean Abrams	10510 N INTERSTATE 35,	SAN ANTONIO	TX	78233-6624	sean@movelogisticstx.com	210-348-6683	HI	M
MOZIANO GROUP LLC	Uche Mozie	3427 DUPLIN CREEK DR,	KATY	TX	77494-6334	mozianogroupbids@gmail.com	281-702-9115	BL	M
MRL LOGISTICS AND TRANSPORT LLC	TYLESHA ROSS MOSLEY	1025 29TH ST SE,	PARIS	TX	75460-6324	MRLLOGISTICSANDTRANSPORT@GMAIL.COM	903-691-4334	BL	F
MW LOGISTICS, LLC	Virginia Gonzales, Accounting Manager	12770 COIT RD. SUITE 1040,	DALLAS	TX	75251	mward@mwlogistics.com	214-906-1144	BL	M
MYLES OF LIVING LLC	Managing Director/Latarsha Living	3009 E. CROSSTIMBERS,	HOUSTON	TX	77093	phatkattransport@gmail.com	832-465-2615	BL	F

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Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
NORTH HOUSTON TRUCKING	Operations Mgr/Betty Jo Patton	164000 BUTERA RD.,	MAGNOLIA	TX	77355	bettyjo@northhoustontrucking.com	281-440-6500	HI	F
NORTH TEXAS TRUCKING, INC.	David Davila, Sr.	PO BOX 542842,	DALLAS	TX	75354-2842	northtt@msn.com	214-850-5050	HI	M
ON POINT LOGISTICS L.L.C.	CANDICE PEP	27708 STATE HIGHWAY 249 # 1015,	TOMBALL	TX	77375-6472	ONPOINTLOGISTICS04@GMAIL.COM	281-881-1804	AS	M
ON-TARGET SUPPLIES & LOGISTICS LTD	Director of Office A / Georgie Cornelius	1133 S MADISON AVE,	DALLAS	TX	75208-6726	gcornelius@otsl.com	972-780-2304	BL	M
ORIGINAL FOOD CO., LLC	Pres./Jose H. Reyes	122 AZINGER DR.,	LAREDO	TX	78045	jose.reyes@getoriginalfoods.com	956-949-0726	HI	M
OVERLAND LOGISTICS, INC.	Debbie Lancaster President	5539 HARVEY WILSON DR,	HOUSTON	TX	77020-8016	dlancaster@ovld.com	281-307-3201	WO	F
PANCHO'S TRANSPORTATION SERVICES, LLC	Frank Quesada	P.O. BOX 420007,1805 COKE ST	LAREDO	TX	78042	pquesada@pnqs.com	956-722-6446	HI	M
PIC A LOAD ENTERPRISE, LLC	HARVEY WILLIAMS	2626 S LOOP W STE 250,	HOUSTON	TX	77054-2652	HARVEYDALEWILLIAMS@GMAIL.COM	832-863-9923	BL	M
PIERRE TRUCKING COMPANY, LLC	Terrel Pierre	5603 DUNBROOK PARK LN,	KATY	TX	77449-7565	Top187050.tp@gmail.com	832-443-1370	BL	M
POLITE TRANSIT	KUFRE UDOKPAN	16222 HORSE BRG,	SELMA	TX	78154-3917	POLITE.TRANSIT@GMAIL.COM	210-409-7486	BL	M
POWER GIRLZ, LLC	Director/Tamiako Rogers	280 W RENNER RD #1218,	RICHARDSON	TX	75080	powergirlzllc@gmail.com	510-682-7997	BL	F
PRESTIGE PACKERS INC.	Owner/Leona D. Brown	745 CHALK KNOLL ROAD,	FORT WORTH	TX	76108	prestigepackers@gmail.com	817-480-7556	BL	F
PRIORITY ONE LOGISTIC SERVICES, INC	Pres./KIMBERLY TURNER	2722 COPPER VALLEY CT,	HOUSTON	TX	77067	prior1tyone@yahoo.com	346-371-9675	BL	F

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Item Numbers and Commodity Descriptions:

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PRONTO SHIPPING AND PACKAGING	Tramell Kukoyi	SERVICES, INC.,3354 CHIMNEY ROCK RD.	HOUSTON	TX	77056-6601	tramell.kukoyi@prontoairfreight.com	713-782-1703	BL	F
PULIDO TRANSPORT, L.P.	Alejandro Suescun	14308 BEAUMONT HWY,	HOUSTON	TX	77049-1428	alex@pulidotransport.com	832-243-4658	HI	M
PUNCH LOGISTICS, LLC	ANTOINETTE B PUNCH	1103 CASPIAN LANE,	HOUSTON	TX	77090	tonie@punchlogistics.com	832-270-5610	BL	F
PURPOSE TRANSPORTATION LLC	KELLEY H CRAWFORD	PO BOX 535098,	GRAND PRAIRIE	TX	75053-5098	wayne@purposetransportation.com	972-746-4585	WO	F
QPL, INC.	Steve Luna	1464 EASTWOOD DR.,	SEGUIN	TX	78155	steve@qplinc.com	830-549-5266	HI	M
R-AVILO, L.L.C.	Joe Olivar	1479 VIA APPIA ST,	EL PASO	TX	79912-6611	joeolivar@sbcglobal.net	915-227-3978	HI	M
REDCON1 LOGISTICS, LLC	Jayne Brock	10 COUNTY ROAD 439,	BROWNWOOD	TX	76801-9723	c.j.brock.trucking@gmail.com	210-846-2726	WO	F
RENI B 3 SERVICES LLC	Kelvin Baker	325 RAPID FALLS DR,	DESOTO	TX	75115-3899	kelvin.baker@tx.rr.com	972-922-0491	BL	M
RINCON TRUCKING LLC	Julio Rincon	6706 BARKER BEND LN,	KATY	TX	77449-0119	julio.rincon@rincontrucking.com	713-855-6378	HI	M
RISER SERVICES, LLC	Angela G. Renteria	6011 TEMPLE RD,	ODEM	TX	78370-3501	agdaily@yahoo.com	361-460-0456	WO	F
RUN IT UP TRANSPORTATION	Tameka Bolton	6415 SHERWOOD DR,	HOUSTON	TX	77021-4029	runituptransportation@gmail.com	281-995-6084	BL	F
S.A.V. 88 LOGISTICS LLC	Sergio A. Villarreal	623 REGAL HOLLOW LN,	HOUSTON	TX	77073	s.a.v.88logisticsllc@gmail.com	713-992-5832	HI	M
SILVAS TRUCKING, LLC	Sandra Rodriguez	2509 JANICE LN,	FORT WORTH	TX	76112-5817	srodriguez@silvastruckingllc.com	817-729-4682	HI	F

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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

Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
SJC MATERIALS, LLC	Mging Director/SARA CRISP	PO BOX 1552,	CLUTE	TX	77531-1552	DISPATCHMCT@YAHOO.COM	979-239-1984	WO	F
SMART DELIVERY SERVICE, INC.	Shawn Benjamin, President	754 PORT AMERICA PLACE SUITE 300,	GRAPEVINE	TX	76051-7638	sbenjamin@smart-delivery.com	651-331-1500	AS	M
SMR TRANSPORTATION, LLC	Prinicpal/Scherrie Jones	1601 MOORE AVE #3002,	PORTLAND	TX	78374	smrtransportation5@gmail.com	361-730-7314	BL	F
SOME GUYS TRANSPORTATION, LLC	Ashlee Warner	12105 BOB WHITE DR,	HOUSTON	TX	77035-5209	info@someguystransport.com	903-203-4223	BL	M
SPACE CITY TRANSPORT, INC	Conetta Hilliard	54 SUGAR CREEK CENTER BLVD,	SUGAR LAND	TX	77478-4064	chilliard04@aol.com	832-886-2809	BL	M
SPIRIT TRUCKING LLC	Darci A. Uetrecht	4009 LILLIAN LN,	AUSTIN	TX	78749-3948	darci@spirittruckingllc.com	844-277-4748	WO	F
STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	901 S MO PAC EXPY BLDG 1 STE 100,	AUSTIN	TX	78746-5747	kyoshida@spartnerships.com	512-531-3900	WO	F
SUNRISE DELIVERY, INC.	Flores, Denise	2020 LAWRENCE ST,	HOUSTON	TX	77008-3653	df@sditex.com	713-864-2020	HI	F
SUNSET TRANSPORTATION, LLC	AMINA HASSAN	3001 SAINT MARTIN DR,	MANSFIELD	TX	76063-4883	DISPATCH.SUNSET101@GMAIL.COM	682-266-2178	BL	F
SUPPORT SERVICES DE ELGIGA LLC	Doubra Ariaye	9801 WESTHEIMER RD,SUITE 300	HOUSTON	TX	77042-3950	dyariaye@deeligigasupportservices.com	281-310-7181	BL	M
SWIFT MOVERS LLC	Krystle Coronando	1316 AUSTIN ST,	SAN ANTONIO	TX	78208	luisgonzalez@swiftmoverz.com	210-371-5766	HI	M
T&T HIGHWAY EXPRESS, LLC	Ralph Jones, Jr.	24275 KATY FWY, SUITE 400,	KATY	TX	77494-7257	r.jones@tthighwayexpress.com	281-706-8713	BL	M
TAM LOGISTICS, LLC	Tamara Bluntson	20207 PEBBLE HOLW,	RICHMOND	TX	77407-4181	transportation@tamlogisticsllc.com	409-392-2622	BL	F

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

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Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
TAMBO TRUCKING, LLC	Keli Chevalier Manlangit	10331 SAGEBROOK DRIVE,	HOUSTON	TX	77089	keli.chevalier@gmail.com	713-530-5205	BL	F
TAYLOR & CHAN, LLC	Mging Director/Courtney Carradine	5655 PINE BURR BLVD,	BEAUMONT	TX	77708	taylorandchan@yahoo.com	281-675-6479	BL	F
THE PERFECT FREIGHT SOURCE LLC DBA PRODU	Yasin Shahid	18108 S PARKVIEW DR,APT. H-22	HOUSTON	TX	77084-5884	yshahid@theprecfectfreightsourcesource.com	800-232-6559	BL	M
THE UNBEATABLE CONNECTION LLC	La Teasha Smith	111 BRAND LN,	STAFFORD	TX	77477-4801	tuctrucking@gmail.com	832-363-2566	BL	F
THE YANCY GROUP, INCORPORATED	Ms. Carol Ann Gomez-Yancy	233 SHERRY LN,	BURLESON	TX	76028-1348	cy@yancygroupinc.com	817-426-5100	HI	F
THOMPSON'S TRANSIT SERVICES, LLC	Tomika Thompson	421 FALCON LN,	LEANDER	TX	78641-1771	info@thompsonstransit.com	214-836-2127	BL	F
TIGER TRANSPORTATION, INC.	Vice-Pres./Lynda Kroneman	P.O. BOX 2396,	BELLAIRE	TX	77402-2396	lynda@tigertransportation.com	713-666-5200	HI	F
TIGRESS TRANSPORTATION LLC	Carli Elliott	PO BOX 52,	SPRING BRANCH	TX	78070-0052	carli.elliott@tigresstransportation.com	210-660-5009	WO	F
TITHING TRANSPORT, LLC	Pauline Singletary	9450 COPPER MIST,	CONVERSE	TX	78109-1977	tithingtransport@gmail.com	210-393-2736	BL	F
TRANSPORT KINGS LLC	Transport Kings LLC	8877 LAKES AT 610 DR APT 218,	HOUSTON	TX	77054-2576	transportkings11@gmail.com	281-780-7935	BL	M
TRI S LOGISTICS LLC	RICK STIGGERS	707 WINDSOR CT,	HIGHLAND VILLAGE	TX	75077-1832	info@trislogistics.com	877-998-8747	BL	M
TRIPLE OOO TRUCKING LLC	General Partner/Valerie Aguilera	5111 GAVILAN DR,	SAN ANTONIO	TX	78242	tripleooo trucks15@gmail.com	210-831-4415	HI	F
TRUMEX EXPRESS LLC	MA OLIVIA ALVAREZ	4803 PENNRIDGE LN,	ARLINGTON	TX	76017-6039	ALVAREZ@TRUMEXEXPRESS.COM	817-715-9490	HI	F

Commodity Class Code 962: MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)

Item Numbers and Commodity Descriptions:

962-86 Transportation of Goods, Shipping and Handling, and Other Freight Services

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Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
URBN DRIVER, LLC	Krystyn Huffstutler-Reyes	161 BP LANE,	UVALDE	TX	78801	kryhuff@yahoo.com	210-843-8188	WO	F
URTRUCKBROKER CORP	Carl Byerley	45 DYKE THOMAS RD,	TEXARKANA	TX	75501-2104	tom@urtruck.net	903-701-5788	DV	M
VETERANS STANDARD AMERICA INC	TERRANCE WILSON	1301 E. PARKERVILLE RD SUITE A3,	DESOTO	TX	75115	trwilson73@hotmail.com	253-266-3529	BL	M
WG TRANSPORTATION AND LOGISTICS LLC	Kirkland West	9422 EMERALD LAKES DR.,	ROSHARON	TX	77583	kwest@wgtransporters.com	832-651-7797	BL	M
WINDMILL TRANSPORTATION SERVICES, INC.	Rosa D. Castro/President	P O BOX 841964,	HOUSTON	TX	77084	cervantes8816@sbcglobal.net	832-273-0326	HI	M
WORLDWIDE LOGISTICS SERVICES, LLC	Managing Director	2162 SPRING STUEBNER RD., STE. 140-218,	SPRING	TX	77038	t.deville@wwlogisticsservices.com	832-291-5848	BL	F
WRIGHT IV, LLC	Upenda Wright	539 W COMMERCE ST,#2131	DALLAS	TX	75208-1953	WRIGHTIVLLC@GMAIL.COM	817-368-6289	BL	F
XYPLES, LLC	Tochukwu Okonkwor	2603 HOLLIDAY ST,	PLAINVIEW	TX	79072-1509	tokonkwor@xyples.com	404-488-8811	BL	M
YOLEX TRUCKING & TRANSPORT, LLC	Yolex Trucking and Transport LLC	4016 MORROW AVE,	WACO	TX	76710-5111	yolextandt@gmail.com	254-498-1792	BL	F
YOUNG'S COURIER SERVICE LLC	Mark Young	4006 ORCHARD HILL DR,	ARLINGTON	TX	76016-3712	mylogisticschs@gmail.com	817-675-0083	BL	M

Date : 2021/06/08 15:08:45

CMBL SUMMARY

Search Found 192 Vendors ,192 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=962,Section1 Item(s)=(86)