



TEXAS LOTTERY COMMISSION

REQUEST FOR PROPOSALS

FOR

INTERNAL AUDIT SERVICES

ISSUED MARCH 10, 2025 4:00 P.M. CENTRAL TIME
Request for Proposal No. 362-2025-0001



TABLE OF CONTENTS

TABLE OF CONTENTS	I
GLOSSARY OF TERMS.....	6
1. GENERAL INFORMATION	9
1.1. Purpose	9
1.2. Our Vision and Mission	9
1.3. Our Core Values	9
1.4. Schedule of Events	10
1.5. Successful Proposer's / Lottery Relationship	11
1.6. Procurement Authority	11
1.7. Proposals Subject to The Texas Public Information Act.....	11
1.8. Misunderstanding or Lack of Information	12
1.9. Rejection of Proposals and Cancellation of RFP	12
1.10. Ownership of Proposals	12
1.11. Incurred Expenses	13
1.12. Proposal Tenure	13
1.13. No Texas Lottery Obligations	13
1.14. Successful Proposer's Obligations	13
1.15. Captions	13
1.16. Parts Incorporated	13
2. PROPOSAL PROCESS.....	14
2.1. Contact Person.....	14
2.2. Prohibition Against Unauthorized Contact	14
2.3. Pre-Proposal Conference	14
2.4. Questions	15
2.5. Submission of Proposal.....	15
2.6. Response Format & Contents	16
2.7. Letter of Transmittal	17
2.8. Executive Summary.....	17
2.9. Proposer's Contracting Authority	18
2.10. Proposer's Cost Proposal	18



2.11.	Multiple Proposals	18
2.12.	Changes, Modifications and Cancellation.....	18
2.13.	Updates to Information Supporting a Proposal.....	19
2.14.	Additional Information.....	19
2.15.	Proposal Evaluation and Contract Award	19
2.16.	Site Visits and/or Oral Presentations	20
2.17.	Protest Procedure	21
3.	CONTRACTUAL TERMS AND CONDITIONS.....	22
3.1.	Introduction	22
3.2.	Governing Law and Venue	22
3.3.	Contract Elements.....	22
3.4.	Amendments.....	23
3.5.	Non-Waiver	23
3.6.	Clarification of Texas Lottery's Intent	23
3.7.	Relationship of the Parties.....	23
3.8.	Payment	24
3.9.	Assignments	24
3.10.	Subcontracting	25
3.11.	Lottery Approval of Staffing.....	25
3.12.	Background Investigations.....	26
3.13.	Compliance	27
3.14.	Term of Contract.....	27
3.15.	Termination at Will	27
3.16.	Termination for Cause	27
3.17.	Termination Related to Availability of Legislative Appropriations	29
3.18.	Termination Without Penalty	29
3.19.	No Liability Upon Termination	29
3.20.	Warranties	30
3.21.	Licenses and Permits.....	31
3.22.	Successful Proposer Site Visits.....	31
3.23.	Intellectual Property Rights	31
3.24.	Pre-Existing and Third-Party Rights.....	33
3.25.	Remediation.....	34



3.26. Accounting Records	35
3.27. Right to Audit	35
3.28. Indemnification	35
3.29. Insurance.....	37
3.30. Self-Insurance	38
3.31. Commercial General Liability Insurance	38
3.32. Workers' Compensation & Employer's Liability Insurance.....	38
3.33. Professional Liability (Errors and Omissions) Insurance	38
3.34. Business Automobile Insurance	39
3.35. Performance Bond	39
3.36. Disclosure of Litigation.....	39
3.37. Changes in Ownership	40
3.38. Force Majeure / Delay of Performance	40
3.39. Taxes, Fees and Assessments.....	41
3.40. Media Releases	41
3.41. Advertising	41
3.42. Hiring of Texas Lottery Personnel	42
3.43. Hiring of Lobbyist, Consultant and/or Advisor; Supplemental Information.....	42
3.44. Notices	42
3.45. Non-Disclosure	43
3.46. Usufruct.....	43
3.47. Ticket Purchase	43
3.48. Liquidated Damages.....	44
3.49. Sanctions and Remedies Schedule.....	45
3.50. Dispute Resolution	47
3.51. Certifications	47
3.52. Preferences	51
3.53. Deceptive Trade Practices; Unfair Business Practices	51
3.54. Immigration.....	51
3.55. 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).....	51
3.56. Cybersecurity Training, Cloud Computing, Data Protection and Security	52
3.57. False Statements; Breach of Representations	53



3.58.	Limitation on Authority; No Other Obligations	53
3.59.	Proposer Assignment	53
3.60.	Code of Conduct.....	53
3.61.	Contact with Texas Lottery Commission.....	54
3.62.	Incidents and Anomalies.....	54
3.63.	U.S. Department of Homeland Security’s E-Verify System.....	55
3.64.	Non-Exclusive Contract	55
3.65.	Survival.....	55
4.	REQUIRED INFORMATION.....	56
4.1.	Experience of Proposer.....	56
4.2.	Experience of Key Personnel.....	57
4.3.	Proposer References.....	57
4.4.	Contact Person.....	57
4.5.	Conflict of Interest	58
4.6.	Financial Soundness.....	58
4.7.	Background Investigations.....	60
4.8.	Disclosure of Interested Parties.....	62
5.	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION	63
5.1.	HUB Requirement	63
5.2.	HSP Submission and Texas Lottery Review.....	63
5.3.	Assistance for Preparation of HSP	63
5.4.	Requirements for Completing the HSP Forms	65
5.5.	Subcontracting Opportunities.....	66
5.6.	Post-Contract Award.....	67
6.	SCOPE OF SERVICES.....	68
6.1.	Background and General Information	68
6.2.	Internal Audit Standards to be Followed	69
6.3.	Deliverables.....	69
6.4.	Deliverables for Renewal Years.....	69
6.5.	Development of the Annual Audit Plan	70
6.6.	Implementation of the Annual Audit Plan	71
6.7.	Reporting and Related Services	71
6.8.	Annual Audit Reports.....	73



6.9. EthicsPoint and State Auditor’s Hotline.....	73
6.10. Additional Audit Reports.....	73
ATTACHMENT A PROPOSER’S COMMITMENT	74
ATTACHMENT B FINANCIAL COMMITMENT AND RESPONSIBILITY.....	75
ATTACHMENT C HUB SUBCONTRACTING PLAN.....	76
ATTACHMENT C-1 HSP QUICK CHECK LIST	77
ATTACHMENT C-2 HUB SUBCONTRACTING OPPORTUNITY NOTIFICATION FORM	78
ATTACHMENT D TEXAS GOVERNMENT CODE §466.155.....	79
ATTACHMENT D-1 BACKGROUND INFORMATION CERTIFICATION.....	81
ATTACHMENT E TEXAS LOTTERY COMMISSION VENDOR BACKGROUND INVESTIGATION FORM	82
ATTACHMENT E-1 VENDOR BACKGROUND INVESTIGATION CERTIFIED LIST OF VENDOR PRINCIPALS.....	84
ATTACHMENT E-2 VENDOR BACKGROUND INVESTIGATION CERTIFIED LIST OF CONTRACTUALLY DEFINED VENDOR PRINCIPALS	85
ATTACHMENT E-3 VENDOR EMPLOYEE BACKGROUND INVESTIGATION LIST.....	86
ATTACHMENT E-4 CONSENT TO BACKGROUND INVESTIGATION AND RELEASE OF PERSONAL INFORMATION.....	87
ATTACHMENT F SAMPLE PERFORMANCE BOND.....	88
ATTACHMENT G SCORING MATRIX.....	89
ATTACHMENT H COST PROPOSAL	90
ATTACHMENT I TEXAS LOTTERY ORGANIZATIONAL CHART	91
ATTACHMENT J TEXAS GOVERNMENT CODE CHAPTER 552 SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION	92
ATTACHMENT K TEXAS INTERNAL AUDITING ACT	95



GLOSSARY OF TERMS

This Glossary assigns definitions to the listed terms. The definition given to a term listed in this Glossary applies whenever the capitalized term appears in this Request for Proposals (RFP) and in any response, including a Proposal, to this Request for Proposals.

Term	Definition
Apparent Successful Proposer	The Proposer recommended by the evaluation committee and approved by the Executive Director, subject to the execution of a completed contract.
Business Hours	The Texas Lottery's Business Hours are 8:00 a.m. to 5:00 p.m. CT, Monday through Friday, except State holidays.
Contract	The agreement entered into by the Texas Lottery and the Successful Proposer, which will incorporate the contents of this RFP and the Successful Proposer's Proposal, except as specifically provided to the contrary in the Contract and any amendments to the Contract.
Contract Award	The day of the Contract announcement after the signing of a Contract between the Texas Lottery and the Successful Proposer.
Contract Term	The time period when the Contract is in effect, which unless otherwise indicated includes any extension period.
CPA	Texas Comptroller of Public Accounts.
Day	A calendar Day.
Executive Director	The Executive Director of the Texas Lottery Commission or an employee of the Texas Lottery Commission authorized to act on behalf of the Executive Director.
Executive Management	The Executive Director of the Texas Lottery Commission and the Charitable Bingo Operations Director.
Fiscal Year	The Texas Lottery's fiscal year, which begins on September 1 and ends on August 31 of the following year.
Historically Underutilized Business (HUB)	A Historically Underutilized Business is a business that is certified by the State of Texas that (1) is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American women, and/or Veteran (as defined by 38 U.S.C. Section 101(2)) who have suffered at least a 20 percent service-connected disability as defined by 38 U.S.C. Section 101(16); (2) is a for-profit entity that has not exceeded the size standards prescribed by 34 Texas Administrative Code (TAC) §20.294, and has its principal place of business in Texas; and (3) has an owner residing in Texas with a proportionate interest who actively participates in the control, operations and management of the entity's affairs. For further explanation, see the Comptroller of Public Accounts (CPA) HUB rule definitions at 34 TAC §20.282.
HSP	The Historically Underutilized Business Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code and by Texas Lottery Commission Rule, 16 TAC §403.301 (See Attachment C.).
Incident	An event or occurrence.



Intellectual Property Rights	The worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, enhancement or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights, reversionary rights or neighboring rights; and any derivative work thereto (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain names (v) any other proprietary or similar rights, and (vi) any applications, provisionals, registrations, renewals, continuations, continuations-in-part, or divisionals relating thereto. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
Major And Prime Contracts	The following Texas Lottery contracts are considered major or prime contracts: lottery operations and services, scratch (instant) ticket manufacturing and services, advertising media services, lottery drawings certified public accounting services, drawings studio and production services, promotional products, TLC warehouse lease, internal audit services, internal control system and related services, security management system and monitoring services, risk review and compliance monitoring services, website hosting services, Houston claim center lease, retailer bonus payment management services, trademark license and promotional agreements with the Dallas Cowboys and the Houston Texans, promotional and sponsorship agreement with the National Medal of Honor Museum Foundation. The Texas Lottery may add or delete major or prime contracts at its sole option.
Proposal	All information and materials submitted by a Proposer in response to this RFP. This includes the sealed Cost Proposal, Technical Proposal, and other information and materials provided to the Texas Lottery by the Proposer prior to Contract Award.
Proposer	An individual or entity that submits a Proposal. The term includes anyone acting on behalf of the individual or entity that submits a Proposal, such as agents, employees and representatives.
Responsive Proposal	A Proposal submitted which conforms in all material respects to the RFP, as determined solely by the Texas Lottery.
RFP	This Request for Proposals.
SPD	Statewide Procurement Division (SPD) is a division of the Texas Comptroller of Public Accounts.
State	The State of Texas and its agencies, boards and commissions, officers and employees.
Subcontractor	A person who contracts with the Successful Proposer to work, to supply commodities, or contribute toward completing work for the Texas Lottery.
Successful Proposer	The Proposer with whom the Texas Lottery executes a contract to provide the goods and services that this RFP requires.



Texas Lottery Commission, Texas Lottery, Lottery or TLC	That agency created by Chapters 466 and 467, Texas Government Code. The Texas Lottery Commission may be referred to as the Texas Lottery, Lottery or TLC throughout this document.
Working Days	Business days occurring Monday through Friday except for the legal holidays observed by the State of Texas. The terms “working days” and “business days” may be used interchangeably.
Works	Any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced or developed by a Successful Proposer (or such third parties as the Successful Proposer may be permitted to engage) at any time following the effective date of the Contract, for or on behalf of TLC under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to lottery games, game names, game designs, ticket format and layout, manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works and any derivative works thereto), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, enhancements or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to TLC under the Contract, and (viii) all Intellectual Property Rights in any of the foregoing.



1. GENERAL INFORMATION

1.1. Purpose

- 1.1.1. The Texas Lottery Commission is issuing this Request for Proposals (RFP) to obtain Proposals from qualified Proposers to perform internal audit services.
- 1.1.2. Only Proposers that are Texas State Board of Public Accountancy certified public accounting (CPA) firms or individuals will be considered.
- 1.1.3. Proposers responding to this RFP are expected to provide the Texas Lottery with information, evidence and demonstrations that will permit awarding a contract in a manner that provides the best value to the Texas Lottery. Proposers shall propose on all components and submit a single Proposal for all services in response to this RFP.

1.2. Our Vision and Mission

- 1.2.1. Vision – To be the preeminent Lottery and Charitable Bingo agency through innovative leadership.
- 1.2.2. Texas Lottery Mission – The Texas Lottery is committed to generating revenue for the State of Texas through the responsible management and sale of entertaining lottery products. The Texas Lottery will incorporate the highest standard of security, integrity and responsible gaming principles, set and achieve challenging goals, provide quality customer service and utilize a TEAM approach.
- 1.2.3. Charitable Bingo Mission – Provide authorized organizations the opportunity to raise funds for their charitable purposes by conducting bingo. Determine that all charitable bingo funds are used for a lawful purpose. Promote and maintain the integrity of the charitable bingo industry throughout Texas.

1.3. Our Core Values

- 1.3.1. Integrity and Responsibility — The Texas Lottery Commission works hard to maintain the public trust by protecting and ensuring the security of our lottery games, systems, drawings and operational facilities. We value and require ethical behavior by our employees, licensees and vendors. We promote the integrity of charitable bingo in Texas for the benefit of charitable organizations.
- 1.3.2. Innovation — We strive to incorporate innovation into our products to provide the citizens of Texas with the best entertainment experience available through our products. We pursue the use of technology that enhances the services that we provide to our customers and reduces our operating expenses. All proposed innovations must be



authorized by Texas law, and do not include video lottery, casino gaming, internet-based lottery sales, fantasy sports, or any other activities not authorized by law.

- 1.3.3. **Fiscal Accountability** — We emphasize fiscal accountability by ensuring that all expenditures directly or indirectly generate revenue, enhance security, fulfill regulatory requirements, improve customer service and/or boost productivity. We recognize our responsibility in generating revenue for the State of Texas without unduly influencing players to participate in our games. We maximize benefits to charities through the continual examination and review of charitable bingo operations.
- 1.3.4. **Customer Responsiveness** — The Texas Lottery Commission takes pride in providing exemplary service to the people of Texas through the courteous dissemination of clear and accurate information about our products, services and regulatory functions. We seek and respond to feedback expressed by our employees, retailers, licensees and the playing and non-playing public. We apply this feedback in the development of our products and in the services that we provide.
- 1.3.5. **Teamwork** — We are committed to creating an environment of mutual respect where open, honest communication is our cornerstone. We embrace the diversity of our team and individual perspectives in working together to achieve our common goals.
- 1.3.6. **Excellence** — We strive for excellence by taking a position of leadership on issues that impact the Texas Lottery Commission and achieve challenging goals by focusing on our core values.

1.4. Schedule of Events

The following time periods are set forth for informational and planning purposes only. The Texas Lottery reserves the right to change any of the time periods and will post all changes on the Electronic State Business Daily, <https://www.txsmartbuy.gov/esbd> and/or the Texas Lottery website, <https://www.texaslottery.com> (Click on About, Doing Business with TLC, Procurement).

Date	Event
March 10, 2025 (4:00 p.m., CENTRAL TIME)	Issuance of RFP
March 20, 2025 (1:30 a.m., CENTRAL TIME)	Pre-Proposal Conference (Virtual conference - see Section 2.3.)
March 27, 2025 (4:00 p.m., CENTRAL TIME) (Late Questions will not be answered)	Written Questions Due
On or before April 3, 2025	Responses to Written Questions Issued



April 3, 2025 (4:00 p.m., CENTRAL TIME)	Final date for submission of draft HSP forms and final date to conduct one-on-one workshops (Zoom, TEAMS or telephone conference)
April 17, 2025 (4:00 p.m., CENTRAL TIME) (Late Proposals will not be considered)	Deadline for Proposals
On or before June 12, 2025 (or as soon as possible thereafter)	Announcement of Apparent Successful Proposer

1.5. Successful Proposer's / Lottery Relationship

The Texas Lottery Commission is a part of the Executive Branch of Texas State Government. The Texas Lottery will not relinquish control over lottery operations. The Successful Proposer shall function under the supervision of the Texas Lottery. Its operations will be subject to the same scrutiny and oversight that would apply if all operations were performed by Texas Lottery employees. Accordingly, all operations shall be conducted in adherence to applicable statutes and the highest ethical standards.

1.6. Procurement Authority

This RFP and all activities leading toward the execution of a written contract under this RFP are being conducted in accordance with the State Lottery Act (Tex. Gov't Code. §§ 466.001, et seq.), as amended; the Texas Lottery's administrative regulations (16 TAC §§ 401.101, et seq.); and other applicable laws of the State of Texas. All Proposers should read and be familiar with the State Lottery Act and 16 TAC §401.101-103.

1.7. Proposals Subject to The Texas Public Information Act

- 1.7.1. The Texas Lottery is subject to the Texas Public Information Act (Act) (Chapter 552, Government Code). Proposals submitted to the Texas Lottery in response to this RFP are subject (in their entirety) to release by the Texas Lottery as public information. A Proposal, or specific parts thereof, may, however, be shown by the Proposer to fall within one or more of the exceptions to disclosure provided in the Act, the State Lottery Act or other applicable law. **Marking an entire Proposal as “confidential” or “copyrighted” is unacceptable.** If a Proposer believes that parts of its Proposal are confidential under the Act, it should specify the confidential information by marking “Confidential” on each page or by each paragraph containing such information prior to submitting the Proposal to the Texas Lottery. In response to this section, Proposers shall provide the Texas Lottery with specific and detailed reasons for each item marked “Confidential”. Vague and general claims to confidentiality are not acceptable. This detail is necessary so that the Texas Lottery will have sufficient information to provide to the Attorney General of Texas, if a ruling regarding the confidentiality of such information is requested. Failure



of a Proposer to respond to such notification may result in the release of all or part of the Proposal as public information. It is the Proposer's obligation to submit briefing to the Office of the Attorney General setting forth the basis upon which the requested information should remain confidential. The Attorney General may determine all or part of a Proposal to be public information even though parts of the Proposal were marked "Confidential" by the Proposer. Additionally, see Sec. 552.0222 of the Act relating to contracting information that is considered public and shall be released.

- 1.7.2. The Texas Lottery assumes no responsibility for asserting legal arguments to the Attorney General on behalf of Proposers.
- 1.7.3. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
- 1.7.4. The requirements of Subchapter J of the Act may apply to this Proposal and the Successful Proposer, contractor, or vendor agrees that the Contract can be terminated if the Successful Proposer, contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. See Attachment J.

1.8. Misunderstanding or Lack of Information

By submitting a Proposal, a Proposer agrees that it fully understands and will abide by the terms and conditions of the RFP and it will not make any claims for, or have any rights to, cancellation or relief without penalty because of any misunderstanding or lack of information. The Executive Director reserves the right to accept Proposals by waiving minor technicalities if the Executive Director, within his or her sole discretion, determines it to be in the best interests of the Texas Lottery. The decision of the Executive Director shall be conclusive, and subject to protest under Section 2.17 of this RFP.

1.9. Rejection of Proposals and Cancellation of RFP

Issuance of this RFP and/or retention of Proposals does not constitute a commitment on the part of the Texas Lottery to award a contract. The Texas Lottery maintains the right to reject any or all Proposals, and to cancel this RFP, if the Texas Lottery, in its sole discretion, considers it to be in its best interests to do so.

1.10. Ownership of Proposals

All materials submitted by a Proposer will become the property of the Texas Lottery and may be used as the Texas Lottery deems appropriate.



1.11. Incurred Expenses

The Texas Lottery accepts no obligations for costs incurred in preparing and submitting a Proposal. Proposals shall be submitted at the sole expense of the Proposer. All Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP.

1.12. Proposal Tenure

All Proposals shall be valid for a period of one hundred and eighty (180) Days from the deadline for submitting Proposals.

1.13. No Texas Lottery Obligations

The Texas Lottery reserves the right to select qualified Proposals to this RFP without discussion of the Proposals with Proposers. It is understood that all Proposals will become a part of the Texas Lottery's official procurement files after the Contract has been awarded or the procurement has been terminated, and will be available for public inspection except for portions that the Proposer has designated as proprietary and confidential (see Sections 552.110 and 552.305 of the Public Information Act and RFP Section 1.7 above).

1.14. Successful Proposer's Obligations

The Successful Proposer shall always be responsible for the performance of any contractual obligations that may result from the award of the Contract and shall be liable for the non-performance of any or all Subcontractors.

1.15. Captions

The captions to the sections of this RFP are for convenience only and are not part of the RFP's substantive terms.

1.16. Parts Incorporated

All attachments listed in the Table of Contents are incorporated into and expressly made a part of this RFP.



2. PROPOSAL PROCESS

2.1. Contact Person

- 2.1.1. The sole point of contact for communications concerning this RFP will be Tammy Williams, whose mailing address and email address, are as follows:

Tammy Williams CTCD, CTCM
Contracts Specialist
Texas Lottery Commission
P. O. Box 16630
Austin, TX 78761-6630
Phone (512) 344-5146
contracts@lottery.state.tx.us

- 2.1.2. The Texas Lottery headquarters' physical address for deliveries is:

Tammy Williams CTCD, CTCM
Contracts Specialist
George H.W. Bush State Office Building
Texas Lottery Commission
1801 N. Congress Avenue
Austin, TX 78701

2.2. Prohibition Against Unauthorized Contact

- 2.2.1. The Texas Lottery is committed to a procurement process that maintains the highest level of integrity. Accordingly, Proposers, 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 RFP. Any attempt to influence any of the participants, whether that attempt is oral or written, formal or informal, direct or indirect, outside of this RFP process is strictly prohibited.
- 2.2.2. Should allegations of improper contact be made prior to Contract Award, the Executive Director may investigate those allegations and, in his sole discretion, disqualify a Proposer.

2.3. Pre-Proposal Conference

Prospective Proposers should plan to attend a virtual Pre-Proposal Conference. See the Schedule of Events for the date and time. The Pre-Proposal Conference will include an overview of the RFP and a presentation on the HUB Subcontracting Plan (HSP)



requirements. A question-and-answer session will also take place regarding general, technical and HSP questions. Attendance at the Pre-Proposal Conference is recommended, but not mandatory. A link to the virtual Pre-Proposal Conference will be posted on the Texas Lottery website at <https://www.texaslottery.com> and on the Electronic State Business Daily (ESBD), <https://www.txsmartbuy.gov/esbd> in advance of the day and time listed in the Schedule of Events. The Texas Lottery intends to use Microsoft TEAMS for the conference. A video of the Pre-Proposal Conference will be posted on the Texas Lottery website.

2.4. Questions

- 2.4.1. Written questions concerning this RFP will be accepted and responses posted on the Electronic State Business Daily (ESBD), <https://www.txsmartbuy.gov/esbd>, and the Texas Lottery website, <https://www.texaslottery.com/> according to the timetable established in the Schedule of Events. Questions received after the deadlines set 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 prospective Proposer's written questions or otherwise, will be posted on the ESBD and the Texas Lottery website. It is the responsibility of the Proposer to check these websites for any additional information regarding this RFP.
- 2.4.2. Questions shall be submitted by email by the question submission deadline to:
- contracts@lottery.state.tx.us
- 2.4.3. A Proposer shall submit questions in writing and is responsible for obtaining clarification as to any ambiguity, conflict, discrepancy, exclusionary specification, omission or error in this RFP (collectively, errors) prior to submitting a Proposal, but in no event shall be entitled to additional compensation, relief or time by reason of any error or its later correction. If a Proposer fails to obtain written clarification of any errors, the Proposer shall submit a Proposal at its own risk; and, if awarded the Contract, the Proposer shall be deemed to have waived any claim to contest the Texas Lottery's interpretation thereof.

2.5. Submission of Proposal

- 2.5.1. Electronic Delivery Submission. Electronic responses shall be sent via email to Procurement@lottery.state.tx.us. Proposers shall place the RFP Name and Number, along with the Proposer Name into the subject line of their email. Electronic responses shall be received no later than the deadline established in the Schedule of Events. Late Proposals will not be considered. No exceptions will be made. For electronic submissions, Proposers shall submit one (1) signed original of its Proposal, one (1) copy of evidence of Financial Soundness, one (1) signed original of its Cost Proposal and one (1) signed original of its Part 5, that shall be in a searchable and unprotected 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, Proposers should request confirmation by e-mail.

- 2.5.2. If a Proposer submits multiple versions of the proposal document to ensure receipt, the last received version that arrives before the Proposal deadline will be considered the official version designated for evaluation by the Evaluation Committee.
- 2.5.3. All Proposals shall be organized and arranged to correspond directly with the numbered sections of this RFP, and all pages shall be numbered. For Parts 1, 2 and 3 only, Proposers may provide a blanket acknowledgment and acceptance in lieu of a section-by-section response, unless a section requires a specific detailed answer from the Proposer. For Parts 4 and 6 only, Proposers shall provide a section-by-section response to the RFP. For Part 5, Proposers shall follow the instructions for completing and submitting an HSP.
- 2.5.4. If a Proposer is claiming any part(s) of its Proposal is confidential, the Proposer shall provide a detailed response to Section 1. and mark the material as "Confidential".
- 2.5.5. A Proposer may not amend a commitment to comply with a specific section of this RFP by a later reference back to that section.
- 2.5.6. The Proposer's Commitment (Attachment A) and the Background Information Certification (Attachment D-1) shall be signed by an officer or agent of the Proposer with authority to contractually bind the Proposer, and the attachment shall be included with the original Proposal.
- 2.5.7. Proposers are required to propose a complete solution to the Texas Lottery's requirements in their Technical Proposal. Any items not specifically requested, but integral to the requested services, shall be included in a Proposer's Proposal and identified in the appropriate sections thereof.
- 2.5.8. Proposers responding to this RFP shall fully and completely address all goods, services and other requirements as described by this RFP. Incomplete or partial Proposals will not be considered. A Proposer shall provide all information that the Proposer believes would be helpful to the Texas Lottery in evaluating the Proposer's ability to fulfill the RFP requirements.
- 2.5.9. Proposals that have been copyrighted by any Proposer are unacceptable and may be rejected as non-responsive.

2.6. Response Format & Contents

The Proposer shall demonstrate its understanding of the requested goods and services, and shall address specifically in writing the Proposer's approach to providing each



requirement in this RFP. Each Proposal shall be organized in the manner described below:

- a. Letter of Transmittal;
- b. Executive Summary;
- c. Section-by-section response to the RFP (see Section 2.5.3 above);
- d. Evidence of Financial Soundness (one (1) separate PDF);
- e. HUB Subcontracting Plan (one (1) separate PDF);
- f. Cost Proposal (one (1) separate PDF);
- g. Proposer's Commitment (Attachment A); and
- h. Background Information Certification (Attachment D-1).

2.7. Letter of Transmittal

- 2.7.1. Proposers shall submit a Letter of Transmittal that identifies the entity submitting the Proposal and includes a commitment by that entity to provide the goods and services required by the Texas Lottery in this RFP. The Letter of Transmittal shall state that the Proposal is valid for one hundred and eighty (180) Days from the Day after the date that the Proposal is delivered to the Texas Lottery. Any Proposal containing a term of less than one hundred and eighty (180) Days for acceptance shall be rejected. The Letter of Transmittal shall be signed by a person(s) legally authorized to bind the Proposer to the representations in the Proposal. The Proposer should also indicate, in its Letter of Transmittal, why it believes it is the most qualified Proposer to provide the goods and services required by the Texas Lottery in this RFP.
- 2.7.2. The Letter of Transmittal shall include a statement of acceptance of the terms and conditions set forth in Part 3 of this RFP that will be included in the Contract. If the Proposer takes exception to any of the proposed terms and conditions, those exceptions shall be noted in the Letter of Transmittal. Proposers shall provide specific and detailed reasons for each exception, together with suggested alternative language. Vague and general exceptions are not acceptable. Proposers should realize, however, that failure to accept the terms and conditions specified in Part 3 of the RFP may result in disqualification of the Proposal.

2.8. Executive Summary

- 2.8.1. Proposers shall provide an executive summary of the Proposal (excluding cost information) that asserts that the Proposer is providing, in its Proposal, all the requirements of this RFP. If the Proposer is providing goods or services beyond those specifically requested, those goods or services shall be identified. If the Proposer is offering goods or services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences shall be noted in the Executive Summary. The Proposer should realize,



however, that failure to provide the goods and services specifically requested may result in disqualification.

- 2.8.2. The Proposer shall demonstrate its understanding of the requested goods and services and shall address specifically, in writing, the Proposer's approach to providing each requirement in this RFP.
- 2.8.3. The Executive Summary shall not exceed five (5) pages and should represent a full and concise summary of the contents of the Proposal.

2.9. Proposer's Contracting Authority

The Proposer warrants and represents that the person named on the Proposer's Commitment (Attachment A) has the full right, power and is legally authorized to execute the Contract resulting from this RFP on behalf of the Proposer. Commitments shall be unqualified, not limited, and fully commit the Proposer to provide the goods and services required under this RFP.

2.10. Proposer's Cost Proposal

- 2.10.1. The Proposer shall state its pricing for all goods and services rendered during the course of the proposed Contract, including any and all costs involved that are to be paid or reimbursed by the Texas Lottery. The pricing for the required goods and services is to be presented only in the format set forth in Attachment H of the RFP. Pricing information shall include all costs associated with providing the required goods and services and shall be submitted in a separate PDF clearly marked as such. No reimbursement is available to the Successful Proposer beyond the amount agreed to be paid for the goods and services provided. Pricing agreed to in any resulting Contract shall be firm and remain constant through the life of the Contract.
- 2.10.2. The Proposer shall not disclose its Cost Proposal or other cost information in the body of its written Proposal. Including cost information in the written Proposal may be cause for disqualification.

2.11. Multiple Proposals

Each Proposer may submit only one Proposal. If a Proposer submits more than one Proposal, all Proposals from that Proposer may be rejected.

2.12. Changes, Modifications and Cancellation

The Texas Lottery reserves the right to make changes to and/or cancel this RFP. The TLC will post all changes and modifications, whether made as a result of a potential Proposer's written questions or otherwise, and any cancellation notices on the Electronic State



Business Daily and the Texas Lottery websites. **It is the responsibility of the Proposer to check these websites for any additional information regarding this RFP. If the Proposer fails to monitor the ESBD and TLC websites for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.**

2.13. Updates to Information Supporting a Proposal

Following the submission of Proposals and prior to execution of a Contract, the Proposer is under a continuing obligation to notify the Texas Lottery in writing of any updates or changes to information offered in support of its Proposal that might reasonably be expected to affect the Texas Lottery's consideration of the Proposal. Nothing in this section shall be interpreted to permit the unilateral modification by a Proposer of its commitment to provide goods and services described in its Proposal as filed for the cost stated therein.

2.14. Additional Information

By submitting a Proposal, the Proposer grants the Executive Director the right to obtain any information from any lawful source regarding the past history, practices, conduct, ability and eligibility under the State Lottery Act of the Proposer to supply goods, services and to fulfill requirements under this RFP, and the past history, practices, conduct, ability and eligibility of any director, officer or key employee of the Proposer. By submitting a Proposal, the Proposer generally releases from liability and waives all claims against any party providing information about the Proposer at the request of the Executive Director. Such information may be taken into consideration in evaluating Proposals.

2.15. Proposal Evaluation and Contract Award

- 2.15.1. The Texas Lottery Commission intends to conduct a fair, comprehensive and impartial evaluation of all Proposals received in response to this RFP using an evaluation committee. The evaluation committee will be selected by the Executive Director and may consist of Texas Lottery employees or outside individuals with expertise in particular areas. In addition, the Texas Lottery's General Counsel, other in-house legal counsel, and outside legal counsel may assist by advising the evaluation committee. Texas Lottery employees and consultants may also assist in the process as technical non-voting members of the evaluation committee.
- 2.15.2. Each member of the evaluation committee will independently score each Proposal submitted in response to this RFP which conforms to the RFP in all material respects, as determined solely by the Texas Lottery. Evaluation committee members may seek, obtain and consider the opinions of other committee members or subject matter experts (including Texas Lottery staff, staff from other Texas agencies and consultants retained



by the Texas Lottery) when evaluating and independently scoring particular areas of the Proposals.

2.15.3. The evaluation committee may request clarification of information or representations in a Proposal before completing the initial evaluation. Requests for clarification and responses to requests for clarification will be in writing and will become part of the evaluation record.

2.15.4. The procurement process will be conducted in accordance with 16 TAC §401.101.

2.15.5. At a minimum, the factors to be considered by the evaluation committee in evaluating Proposals shall include:

(i) the Proposer's price to provide the goods or services;

(ii) the probable quality of the offered goods and/or services;

(iii) The agency's evaluation of the likelihood of the Proposal to produce the desired outcome for the agency, considering, among other criteria:

(I) the quality of the Proposer's past performance in contracting with the agency, with other state entities, or with private sector entities;

(II) the qualifications of the Proposer's personnel;

(III) the experience of the Proposer in providing the requested goods or services;

(IV) the financial status of the Proposer; and

(iv) whether the Proposer performed the good faith effort required by the HUB subcontracting plan, when the agency has determined that subcontracting is probable.

The evaluation committee also may consider vendor performance reviews maintained by the Texas Comptroller of Public Accounts under Tex. Gov't Code §2262.055.

A copy of the scoring matrix is included as Attachment G.

2.15.6. A written notice of Contract Award will be posted on the ESBD, and sent to all Proposers immediately following execution of the Contract.

2.16. Site Visits and/or Oral Presentations

The Texas Lottery, in its sole discretion, reserves the right to conduct site visits and/or to require Proposers to make oral presentations prior to the Contract Award and may consider such presentations and visits when evaluating Proposals. Proposers will be notified in writing and will be provided with equal advance notification of site visits and/or oral presentation assignments and guidelines.



2.17. Protest Procedure

Any protest shall be governed by Tex. Gov't Code §466.101 and 16 TAC §§ 401.102-103.



3. CONTRACTUAL TERMS AND CONDITIONS

3.1. Introduction

This part sets forth terms and conditions applicable to the procurement process as well as terms and conditions that will become part of the Contract. The Texas Lottery reserves the right to incorporate additional provisions in the Contract in the best interest of the Texas Lottery.

3.2. Governing Law and Venue

The procurement process, the award procedure, and the Contract shall be governed by, and construed and interpreted in accordance with, the applicable laws of the State of Texas. Any and all actions or suits brought by a Proposer or any related party regarding this RFP or the Contract shall be brought in the state district court located in Austin, Travis County, Texas. By submitting a Proposal, a Proposer 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.

3.3. Contract Elements

- 3.3.1. The Contract between the Texas Lottery and the Successful Proposer will follow the general format specified by the Texas Lottery. The Texas Lottery reserves the right to negotiate provisions in addition to those stipulated in this RFP. The contents of this RFP, as modified by published addenda or amendments, and the Successful Proposer's Proposal, will be incorporated into the Contract. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the written Contract, the RFP, and the Successful Proposer's Proposal. Specific exceptions to this general rule may be noted in the Contract.
- 3.3.2. The Texas Lottery has determined that subcontracting opportunities are probable under this RFP. Therefore, the Texas Lottery requires the submission of an HSP as a part of each Proposal, as discussed further in Part 5 of this RFP. The HSP, if accepted by the Texas Lottery, will become a provision of the Contract.
- 3.3.3. If any term or provision of this RFP or the Contract is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the RFP or Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.



3.4. Amendments

The Contract may be amended only by written agreement signed by both parties.

3.5. Non-Waiver

The failure of the Texas Lottery to object to, or to take affirmative action with respect to, any conduct of the Successful Proposer which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach. Nothing in this RFP, or the Contract, 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 the 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.

3.6. Clarification of Texas Lottery's Intent

It is the responsibility of the Successful Proposer to address and resolve all questions with the Texas Lottery's designated points of contact, and to achieve a clear understanding of all Texas Lottery requirements during each stage of the Contract Term. The Texas Lottery will use reasonable efforts to provide timely responses to questions of policy or procedure as they may affect the Successful Proposer's performance. Key Texas Lottery staff will be available to the Successful Proposer on a reasonable basis, but may not be available on weekends, or State or national holidays, as defined in Tex. Gov't Code §662.003.

3.7. Relationship of the Parties

The Successful Proposer and the Texas Lottery agree and understand that the Successful Proposer shall render the goods, services and requirements under the Contract as an independent contractor, and nothing contained in the Contract 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 Successful Proposer will not be considered employees of the Texas Lottery 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. The Successful Proposer shall be responsible for complying with any such laws, ordinances, or regulations, and shall indemnify and hold harmless the Texas Lottery from any costs or damages, including attorney's fees, sustained by the Texas Lottery resulting from the Successful Proposer's breach of its obligations under this section. The Texas Lottery will withhold indemnified losses from payments to the Successful Proposer, or, if no payments are



made, the Texas Lottery will make demand of payment of indemnified losses. The Successful Proposer shall make payment within thirty (30) Days of the Texas Lottery's demand.

3.8. Payment

- 3.8.1. All payments will be made in accordance with Tex. Gov't Code ch. 2251 (Payments for Goods and Services). The Successful Proposer shall submit separate invoices monthly for the previous month's services. Each invoice shall note the contract number, services rendered and date of services. Invoices may be submitted by mail to the Texas Lottery Commission, P. O. Box 16630, Austin, Texas 78761-6630, Attn: Accounts Payable or by e-mail to AccountsPayable@lottery.state.tx.us. Emailed invoices are preferred. Payments will be made only upon the completion of services or after the delivery of goods authorized in an approved invoice.
- 3.8.2. Under Tex. Gov't Code §2251.025, interest is not due on a payment until it becomes "overdue." A payment is not overdue until the 31st day after the latter of: (1) the date the Texas Lottery receives the goods covered by the Contract; (2) the date the performance of service under the Contract is completed; or (3) the date the Texas Lottery receives an invoice for the goods or services, according to Tex. Gov't Code §2251.021. Services are "completed" when accepted by the Texas Lottery.
- 3.8.3. The Successful Proposer agrees that if the Texas Comptroller of Public Accounts is prohibited from issuing a warrant to the Successful Proposer under Tex. Gov't Code §403.055, any payments owed to the Successful Proposer under the Contract will be applied towards the debt or delinquent taxes that the Successful Proposer owes the State of Texas until the debt or delinquent taxes are paid in full.

3.9. Assignments

- 3.9.1. No right or obligation of the Successful Proposer under the Contract may be assigned by the Successful Proposer without the prior written approval of the Texas Lottery, 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 Proposer is hereunder bound and obligated. No assignment shall operate to release the Successful Proposer 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.
- 3.9.2. Subject to the limitations on assignment contained herein, the Contract shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties hereto.



3.10. Subcontracting

- 3.10.1. The Successful Proposer is prohibited from subletting, conveying, assigning or otherwise disposing of all or any portion of the Contract, its rights, title, or interest therein, or its power to execute such agreement without the previous written approval of the Texas Lottery. If any part of the Contract between the Texas Lottery and the Successful Proposer is to be subcontracted, the Successful Proposer shall obtain prior written approval from the Texas Lottery, and each Subcontractor shall comply with all applicable requirements of the Texas Lottery and the Contract. The Texas Lottery reserves the sole right to require the Successful Proposer to terminate any Subcontractor with or without cause.
- 3.10.2. In the event the Texas Lottery approves of the use of any Subcontractor under an approved HUB Subcontracting Plan in accordance with Part 5, the Successful Proposer is not relieved of its responsibility and obligation to meet all the requirements of this RFP.
- 3.10.3. The Texas Lottery will incur no additional obligations and the obligations of the Successful Proposer will not be reduced as a result of any such subcontracts.
- 3.10.4. The Successful Proposer agrees to indemnify and hold the Texas Lottery harmless from all claims and actions of the Successful Proposer's Subcontractors. The Texas Lottery will withhold indemnified losses from payments to the Successful Proposer, or, if no payments are made, the Texas Lottery will make demand of payment of indemnified losses. The Successful Proposer shall make payment within thirty (30) Days of the Texas Lottery's demand.
- 3.10.5. The Successful Proposer's obligation to pay Subcontractors is governed by Tex. Gov't Code §2251.022 (Time for Payment by Vendor), as it may be amended.

3.11. Lottery Approval of Staffing

- 3.11.1. The Successful Proposer shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Successful Proposer shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. "Unfit" is defined as any person convicted of a felony, criminal fraud, gambling or gambling-related offense or a person convicted of a misdemeanor involving moral turpitude whose sentence, parole, mandatory supervision or probation ended less than ten (10) years ago. (See Section 3.12.) The Successful Proposer shall be responsible to the Texas Lottery for the acts and omissions of the Successful Proposer's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Successful Proposer shall enforce strict discipline among the Successful Proposer's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.



- 3.11.2. The Successful Proposer shall provide the Texas Lottery written notification and justification within three (3) Working Days of any personnel changes involving the Successful Proposer's key personnel assigned to the Texas Lottery account. The Successful Proposer shall provide the Texas Lottery the resume of the person who is hired or placed on the Texas Lottery account and shall receive written approval from the Texas Lottery prior to the person working on the account.
- 3.11.3. Notwithstanding anything herein to the contrary, any person employed by the Successful Proposer shall, at the written request of the Texas Lottery, and within the Texas Lottery's sole discretion, be removed immediately by the Successful Proposer from work relating to the Contract.

3.12. Background Investigations

- 3.12.1. Under Tex. Gov't Code §466.103, the Executive Director of the Texas Lottery is prohibited from awarding a contract for goods or services related to lottery operations to a person or legal entity who would not qualify for a sales agent license under the requirements of Tex. Gov't Code §466.155. (See Attachment D)
- 3.12.2. The Texas Lottery Commission may initiate investigations into the backgrounds of (a) the Successful Proposer; (b) any of the Successful Proposer's officers, directors, investors, owners, partners and other principals, as more particularly described in Tex. Gov't Code §466.155 (collectively, Successful Proposer Principals); (c) any of the Successful Proposer's employees; (d) any of the Successful Proposer's Subcontractors, or any of the Subcontractors' officers, directors, investors, owners, partners, principals or employees (collectively, Subcontractor Personnel); or (e) any other associates of the Successful Proposer it deems appropriate. The Texas Lottery Commission may also request background information for a spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of the Successful Proposer, any Successful Proposer Principals, or Successful Proposer employees described above. Such background investigations may include fingerprint identification by the Texas Department of Public Safety, the Federal Bureau of Investigation, and any other law enforcement agency. The Texas Lottery may terminate the Contract based solely upon the results of these background investigations. (See Attachment D-1.)
- 3.12.3. The Successful Proposer agrees that, during the Contract Term, it shall be obligated to provide such information about any Successful Proposer Principals, Successful Proposer employees, and Subcontractor Personnel as the Texas Lottery may prescribe. The Successful Proposer also agrees that the Texas Lottery may conduct background investigations of such persons.
- 3.12.4. Upon notification by the Texas Lottery to the Successful Proposer that the Texas Lottery objects to an employee based on the results of a background investigation, the Successful Proposer shall prevent that employee from working on the Texas Lottery account and shall deny that employee access to the Texas Lottery systems.



3.13. Compliance

The Successful Proposer agrees to comply with all applicable laws, rules and regulations, including without limitation those involving non-discrimination on the basis of race, color, religion, national origin, age, sex and disability.

3.14. Term of Contract

- 3.14.1. Any Contract resulting from this RFP will be effective September 1, 2025 and continue for a term through August 31, 2026, subject to the termination provisions in this RFP and subject to the Texas Lottery being continued and funded by the Texas Legislature.
- 3.14.2. The Texas Lottery reserves the right to extend any Contract resulting from this RFP, at its sole discretion, for up to three (3) additional one-year periods at the Contract rate or rates as modified during the Contract Term.
- 3.14.3. At the end of the Contract Term, the Texas Lottery, at its sole discretion, reserves the right to extend the Contract for up to three (3) additional months, in one-month intervals, at the Contract rate or rates as modified during the Contract Term.
- 3.14.4. At the end of the Contract Term, or upon earlier termination under any provision of the Contract, the Successful Proposer shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and provider, if requested by the Texas Lottery.

3.15. Termination at Will

The Texas Lottery, in its sole discretion, may terminate the Contract, in whole or in part, at will and without cause, upon no less than thirty (30) Days' advance written notice. The Texas Lottery also may terminate the Contract immediately with written notice if the Executive Director, in his or her sole judgment, believes that the integrity or security of the Texas Lottery is in jeopardy and it is in the best interest of the Texas Lottery to do so. The Texas Lottery's right to terminate for convenience the Contract is cumulative of all rights and remedies which exist now or in the future.

3.16. Termination for Cause

The Texas Lottery reserves the right to terminate the Contract, 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 Proposer, 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



Proposer under the Federal Bankruptcy Code; or the Successful Proposer is adjudicated bankrupt or insolvent; or any portion of the property of the Successful Proposer 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 Proposer 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 Proposer files a case under the Federal Bankruptcy Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law; or
- c. The Successful Proposer 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 Proposer or of all or any part of its property; or judgment for the payment of money in excess of fifty thousand dollars (\$50,000.00) (which is not covered by insurance) is rendered by any court or governmental body against the Successful Proposer, and the Successful Proposer 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 thirty-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles; or a writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of the Successful Proposer, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) Days after its entry; or
- d. A court of competent jurisdiction finds that the Successful Proposer has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- e. The Successful Proposer fails to remove any person from work relating to the Contract upon written notice from the Texas Lottery; or
- f. The Successful Proposer breaches the RFP's standard of confidentiality with respect to this RFP or the goods or services provided thereunder; or
- g. The Texas Lottery makes a written determination that the Successful Proposer has failed to substantially perform under the Contract and specifies the events resulting in the Texas Lottery's determination thereof; or
- h. The Successful Proposer fails to comply with any of the terms, conditions or provisions of the Contract, in any manner whatsoever; or
- i. The Successful Proposer 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 Proposer, or the State of Texas.

3.17. 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 Proposer 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 Proposer 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 Proposer 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 in 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 Proposer. In the event of termination, the Successful Proposer 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 Proposer has completed, delivered to the agency, and that is accepted by the agency.

3.18. Termination Without Penalty

Under Tex. Gov't Code §466.014(c), the Executive Director is permitted to terminate the Contract, without penalty, if an investigation reveals that the Successful Proposer would not be eligible for a sales agent license under Tex. Gov't Code §466.155. (See Attachments D and D-1).

3.19. No Liability Upon Termination

If the Contract is terminated for any reason, the Texas Lottery and the State of Texas shall not be liable to the Successful Proposer for any damages, losses, financial obligations, breach of contract, or any other claims or amounts arising from or related to any such termination. However, the Successful Proposer may be entitled to the remedies provided in Tex. Gov't Code ch. 2260.



3.20. Warranties

- 3.20.1. The Successful Proposer warrants and agrees that it is lawfully organized and constituted under all applicable national, international, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
- 3.20.2. The Successful Proposer warrants and agrees that it has the legal authority and capacity to enter into and perform the Contract, and that it has the financial ability to perform its obligations under such Contract.
- 3.20.3. The Successful Proposer warrants and agrees that it is duly authorized to operate and do business in all places where it will be required to do business under the Contract; that it has obtained or will obtain all necessary licenses and permits required in connection with such Contract; and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of such Contract.
- 3.20.4. The Successful Proposer warrants and agrees that it has no present interest and shall not acquire, or assign to any third party, any interest that would conflict in any manner with its duties and obligations under the Contract.
- 3.20.5. The Successful Proposer warrants and agrees that all goods and services it supplies in its performance under the Contract shall meet the performance standards required thereunder and shall be performed in a prompt, high quality, professional and competent manner using only qualified personnel.
- 3.20.6. The Successful Proposer warrants and agrees that it shall not take any action inconsistent with any of the terms, conditions, agreements, or covenants set forth in this RFP without the express written consent of the Texas Lottery.
- 3.20.7. The Successful Proposer warrants that it is eligible for a sales agent license under Tex. Gov't Code §466.155. (See Attachments D and D-1)
- 3.20.8. The Successful Proposer warrants and agrees that it shall not sell, assign, lease, transfer, pledge, hypothecate, or otherwise dispose of any component of any goods or system proposed in response to the RFP or any interest therein, or permit any of it to become a fixture or accession to other goods or property.
- 3.20.9. All of the above warranties contained in this Section 3.20 shall survive expiration or termination of the Contract.



3.21. Licenses and Permits

The Successful Proposer shall obtain, maintain and pay for all licenses, permits and certificates, including all professional licenses required by any statute, ordinance, rule or regulation. The Successful Proposer shall immediately notify the Texas Lottery of any suspension, revocation or other detrimental action against its licenses, permits or certificates.

3.22. Successful Proposer Site Visits

The Texas Lottery shall have the free and unrestricted right, acting by itself or through its authorized representatives, to enter the premises of the Successful Proposer and any Subcontractors, and to enter any other sites involved in providing goods and/or services under the Contract, to examine their operations and to inspect and copy the records of the Successful Proposer and/or Subcontractors pertaining to goods and services provided under the Contract. The Successful Proposer agrees that the Successful Proposer and its Subcontractors shall implement all reasonable quality control and security procedures requested by the Texas Lottery or representatives as designated by the Texas Lottery. The Texas Lottery will use reasonable efforts not to disrupt the normal business operations of the Successful Proposer (or Subcontractor, as applicable) during site visits announced or unannounced.

3.23. Intellectual Property Rights

- 3.23.1. *Ownership.* As between the Successful Proposer and the Texas Lottery, the Works and Intellectual Property Rights in the Works are and shall be owned exclusively by the Texas Lottery, and not the Successful Proposer. The Successful Proposer specifically agrees that all Works shall be considered “works made for hire” and that the Works shall, upon creation, be owned exclusively by the Texas Lottery. To the extent that the Works, under applicable law, may not be considered works made for hire, the Successful Proposer hereby agrees that the Contract transfers, grants, conveys, assigns, and relinquishes exclusively to the Texas Lottery all right, title and interest in and to the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the Texas Lottery shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works, subject to any provisions in this Section 3.24 or Section 3.25 below specifically applicable to pre-existing or third party rights.
- 3.23.2. *Ownership of Prior Rights by the Texas Lottery.* All property and tangible or intangible items, including the Intellectual Property Rights therein, that were created, developed or owned by the Texas Lottery prior to the issuance of this RFP or execution of the Contract, or during the term of the Contract, (e.g., copyrights, trademarks, etc.) shall continue to be exclusively owned by the Texas Lottery, and the Successful Proposer shall have no ownership thereof, and no rights thereto, other than the limited, non-exclusive right to



use such property or tangible and intangible items (and to authorize Subcontractors to do the same) solely for the purposes set forth in this RFP or the Contract, including for sales, marketing, promotion, and promotional event purposes, and only for the duration of such Contract.

- 3.23.3. *Ownership of Prior Rights by the Successful Proposer.* All property and tangible or intangible items, including the Intellectual Property Rights therein, that were created, developed or owned by the Successful Proposer prior to the issuance of this RFP shall continue to be exclusively owned by the Successful Proposer, and the Texas Lottery shall have no ownership thereof, and no rights thereto, other than the limited, non-exclusive right to use such property or tangible or intangible items solely for the purposes set forth in this RFP or the Contract. All tangible and intangible items relating to the goods and/or services set forth herein or under the Contract, including the Intellectual Property Rights in those tangible or intangible items, that were created, developed or licensed by the Successful Proposer prior to the issuance of the this RFP or the execution of the Contract, or during the term of the Contract, to the extent such tangible or intangible items are not considered "Works" as defined above, shall be, and are, licensed to the Texas Lottery on a non-exclusive, perpetual, irrevocable, royalty-free, worldwide basis, to allow the Texas Lottery or its designees to provide, and continue to provide, the goods and services set forth herein or under the Contract, including after the expiration or termination of the Contract (to the extent necessary to complete providing such goods and/or services; e.g., to sell through existing inventory).
- 3.23.4. *Further Actions.* The Successful Proposer, upon request and without further consideration, shall perform any acts that may be deemed necessary or desirable by the Texas Lottery to evidence more fully the transfer of ownership of all Works to the Texas Lottery to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the Texas Lottery. In the event the Texas Lottery shall be unable for any reason to obtain the Successful Proposer's signature on any document necessary for any purpose set forth in the foregoing sentence, the Successful Proposer hereby irrevocably designates and appoints the Texas Lottery and its duly authorized officers and agents as the Successful Proposer's agent and the Successful Proposer's attorney-in-fact to act for and in the Successful Proposer's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by the Successful Proposer.
- 3.23.5. *Waiver of Moral Rights.* The Successful Proposer hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which the Successful Proposer may now have or which may accrue to the Successful Proposer'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, the right to object to any modification, translation or use of the Works, any automatic reversion or



right to demand a reversion of ownership of the Works or Intellectual Property Rights therein from the Texas Lottery to the Successful Proposer, 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.

- 3.23.6. *Confidentiality.* All Works and all materials forwarded to the Successful Proposer by the Texas Lottery for use in and preparation of the Works shall be deemed the confidential information of the Texas Lottery, and the Successful Proposer shall not use, disclose, or permit any person to use or obtain the Works, or any portion thereof, in any manner without the prior written approval of the Texas Lottery.
- 3.23.7. *Injunctive Relief.* The RFP and the Contract are intended to protect the Texas Lottery'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's business. Therefore, the Successful Proposer acknowledges and stipulates that a court of competent jurisdiction should immediately enjoin any material breach of the intellectual property, licensing, and confidentiality provisions of the RFP or Contract, upon a request by the Texas Lottery, without requiring a bond or proof of irreparable injury, as same should be presumed.
- 3.23.8. *Return of Works.* Upon the request of the Texas Lottery, but in any event upon expiration or termination of the Contract, the Successful Proposer shall surrender to the Texas Lottery all documents and things pertaining to the Works, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by the Successful Proposer or furnished by the Texas Lottery to the Successful Proposer, including all materials embodying the Works, any Texas Lottery confidential information, or Intellectual Property Rights, regardless of whether complete or incomplete. This section is intended to apply to all Works made or compiled by the Successful Proposer, as well as to all documents and things furnished to the Successful Proposer by the Texas Lottery or by anyone else that pertains to the Works.
- 3.23.9. *Successful Proposer's Name or Logo.* The Successful Proposer shall not affix its company name, label, logo, or any other similar identifying information to or on any products, equipment or any other goods provided under the Contract.

3.24. Pre-Existing and Third-Party Rights

- 3.24.1. To the extent that any pre-existing rights and/or third-party rights (including any limitations on such rights) are embodied, contained, reserved or reflected in the Works, such rights shall not be considered "Works"; however, in such instances the Successful Proposer shall (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 or third-party 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, X, YouTube, etc.) and (ii) authorize others to do any or all of the foregoing; or (b) if obtaining the rights under (a) is not reasonably practical or feasible, provide written notice to the Texas Lottery of such pre-existing or third-party rights, request the Texas Lottery's approval of such 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 Proposer shall provide the Texas Lottery with documentation indicating a third party's written approval for the Successful Proposer to use any pre-existing or third-party rights that may be embodied, contained, reserved or reflected in the Works.

- 3.24.2. The Successful Proposer 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 Proposer and agreed to by the Texas Lottery, or (z) obtained information or materials, independent of the Successful Proposer's involvement or creation, and provided such information or materials to the Successful Proposer for inclusion in the Works, and such information or materials were included by the Successful Proposer, in an unaltered and unmodified fashion, in the Works.
- 3.24.3. The Successful Proposer agrees that it shall have and maintain, during its performance of the Contract, written agreements with all employees, Subcontractors, or agents engaged by the Successful Proposer in performance hereunder, granting the Successful Proposer rights sufficient to support all performance and grants of rights by the Successful Proposer. Copies of such agreements shall be provided to the Texas Lottery promptly upon request.

3.25. Remediation

If the Works or the Intellectual Property Rights therein become the subject of a lawsuit or claim of infringement, or the Successful Proposer becomes aware that such items are likely to become the subject of a lawsuit or claim of infringement, the Successful Proposer shall exercise one (1) of the following two (2) options in order to provide the Texas Lottery with continued and uninterrupted use of the Works and Intellectual Property Rights therein: (a) obtain for the Texas Lottery the right to continue the use of the alleged infringing Works at no additional cost to the Texas Lottery, or (b) obtain alternative, substitute or new Works for the allegedly infringing Works, which are of



equivalent or superior quality to the allegedly infringing Works, at no additional cost to the Texas Lottery, and subject to the acceptance of the Texas Lottery in its sole discretion.

3.26. Accounting Records

The Successful Proposer 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 auditors 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 the Contract, or (ii) final payment under the Contract, whichever is later.

3.27. Right to Audit

The Successful Proposer understands that acceptance of state funds under the Contract acts as acceptance of the authority of the State Auditor's Office, or its designee, to conduct an audit, other assurance services, or investigation in connection with those funds. The Successful Proposer further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit, other assurance services, or investigation, including providing all records requested. The Successful Proposer 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, work papers, and records of the Successful Proposer relating to the Contract for any purpose.

3.28. Indemnification

- 3.28.1. **THE SUCCESSFUL PROPOSER SHALL INDEMNIFY, DEFEND AND HOLD THE TEXAS LOTTERY, ITS COMMISSION MEMBERS, THE STATE OF TEXAS, AND ITS AGENTS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS (THE INDEMNIFIED PARTIES) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LAWSUITS, LOSSES, DAMAGES, COSTS, EXPENSES OR ATTORNEYS' FEES (COLLECTIVELY, CLAIM), AND INCLUDING ANY LIABILITY OF ANY NATURE OR KIND ARISING OUT OF A CLAIM FOR OR ON ACCOUNT OF THE WORKS, OR OTHER GOODS, SERVICES OR DELIVERABLES PROVIDED AS THE RESULT OF THE CONTRACT, WHICH MAY BE INCURRED, SUFFERED, OR REQUIRED IN WHOLE OR IN PART BY AN ACTUAL OR ALLEGED ACT OR OMISSION**



OF THE SUCCESSFUL PROPOSER, OR A SUBCONTRACTOR OF THE SUCCESSFUL PROPOSER, OR ANY PERSON DIRECTLY OR INDIRECTLY EMPLOYED BY THE SUCCESSFUL PROPOSER OR A SUBCONTRACTOR OF THE SUCCESSFUL PROPOSER, WHETHER THE CLAIM IS BASED ON NEGLIGENCE, STRICT LIABILITY, INTELLECTUAL PROPERTY INFRINGEMENT OR ANY OTHER CULPABLE CONDUCT, WHETHER FRIVOLOUS OR NOT. THE FOREGOING INDEMNITY OBLIGATIONS OF THE SUCCESSFUL PROPOSER SHALL NOT APPLY TO CLAIMS ARISING OUT OF OR RELATED TO THE EXCEPTIONS (Y) AND (Z) SET FORTH IN SECTION 3.24.2 ABOVE.

- 3.28.2. THE SUCCESSFUL PROPOSER'S LIABILITY SHALL EXTEND TO AND INCLUDE ALL REASONABLE COSTS, EXPENSES AND ATTORNEYS' FEES INCURRED OR SUSTAINED BY THE INDEMNIFIED PARTIES IN: (A) MAKING ANY INVESTIGATION AND IN PROSECUTING OR DEFENDING ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE WORKS, OR OTHER GOODS, SERVICES OR DELIVERABLES PROVIDED UNDER THE CONTRACT (INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PORTION OF THE WORKS INFRINGES THE PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, CONFIDENTIAL INFORMATION, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY); (B) OBTAINING OR SEEKING TO OBTAIN A RELEASE THEREFROM; OR (C) ENFORCING ANY OF THE PROVISIONS CONTAINED IN THIS RFP OR THE CONTRACT. THE TEXAS LOTTERY WILL WITHHOLD ALL INDEMNIFICATION COSTS AND RELATED EXPENSES AND FEES (INCURRED OR SUSTAINED BY THE INDEMNIFIED PARTIES) FROM PAYMENTS TO THE SUCCESSFUL PROPOSER UNDER THE CONTRACT, OR IF NO CONTRACT PAYMENTS ARE TO BE MADE, THE TEXAS LOTTERY WILL MAKE DEMAND OF PAYMENT FROM THE SUCCESSFUL PROPOSER OR SEEK RECOVERY AGAINST THE SUCCESSFUL PROPOSER'S PERFORMANCE BOND. THE INDEMNIFIED PARTIES, UPON GIVING NOTICE TO THE SUCCESSFUL PROPOSER, SHALL HAVE THE RIGHT IN GOOD FAITH TO PAY, SETTLE OR COMPROMISE, OR LITIGATE ANY CLAIM UNDER THE BELIEF THAT THE CLAIM IS WELL FOUNDED, WHETHER IT IS OR NOT, WITHOUT THE CONSENT OR APPROVAL OF THE SUCCESSFUL PROPOSER. THE TEXAS LOTTERY HAS SOLE DISCRETION AS TO THE CHOICE AND SELECTION OF ANY ATTORNEY WHO MAY REPRESENT THE TEXAS LOTTERY. TO THE EXTENT THAT THE SUCCESSFUL PROPOSER MAKES ANY PAYMENTS TO OR ON BEHALF OF THE INDEMNIFIED PARTIES UNDER THE CONTRACT, AND TO THE EXTENT PERMISSIBLE BY LAW, THE SUCCESSFUL PROPOSER SHALL BE FULLY SUBROGATED TO ALL RIGHTS AND CLAIMS OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. IN ANY EVENT, THE INDEMNIFIED PARTIES SHALL**



PROVIDE REASONABLE NOTICE TO THE SUCCESSFUL PROPOSER OF ANY CLAIM KNOWN TO THE INDEMNIFIED PARTIES TO ARISE OUT OF THE CONTRACT.

3.29. Insurance

- 3.29.1. At minimum, at all times during the Contract, the Successful Proposer shall maintain the insurance coverage required in RFP Sections 3.29 – 3.35. The Successful Proposer shall not cause any insurance required under the Contract to cancel nor permit any insurance to lapse during the term of the Contract.
- 3.29.2. All required insurance shall be issued by companies or financial institutions which are financially rated Excellent or better by A.M. Best Company and duly licensed, admitted, and authorized to do business in Texas by the Texas Department of Insurance.
- 3.29.3. Each insurance policy, except those for crime insurance, workers' compensation, employer's liability property and professional liability, shall name the Texas Lottery (and its officers, agents and employees) as an additional insured on the original policy and all renewals or replacements.
- 3.29.4. Each insurance policy except for crime and property insurance shall include a waiver of subrogation in favor of the Texas Lottery, its officers, and employees for any and all insured losses, including bodily injury (including death) and property damage.
- 3.29.5. The insurance shall be evidenced by delivery to the Texas Lottery of certificates of insurance executed by the insurer or its authorized agency stating coverage, limits, expiration dates, and compliance with all applicable required provisions. Upon request, the Texas Lottery shall be entitled to receive, without expense, certified copies of the policies and all endorsements. Except as otherwise expressly provided herein, required coverage shall remain in full force and effect throughout the Contract Term, and provide adequate coverage for Incidents discovered after termination of the Contract. Successful Proposer shall provide the Texas Lottery thirty (30) Days written notice of erosion of any aggregate limit. Insurance coverage shall not be canceled, non-renewed or materially changed except after thirty (30) Days' notice by certified mail to the Texas Lottery. Actual losses not covered by insurance as required by the Contract shall be paid by the Successful Proposer.
- 3.29.6. The Successful Proposer shall submit original certificates of insurance for each required insurance contract, and any renewals thereof, within fifteen (15) Days after Contract execution. Renewal certificates shall be submitted prior to or within fifteen (15) Days after expiration of the existing policy.
- 3.29.7. The Texas Lottery reserves the right to review the insurance requirements of this section during the effective period of the Contract and to make reasonable adjustments to insurance coverage and its limits when deemed necessary and prudent by the Texas



Lottery based upon changes in statutory law, court decisions or the claims history of the industry as well as the Successful Proposer (such adjustments shall be commercially available to the Successful Proposer).

3.30. Self-Insurance

The Successful Proposer may not elect to provide entirely or in part for the insurance protections described in this RFP through self-insurance. A deductible provision contained in an insurance policy that meets the requirements of this RFP is not considered as self-insurance unless the deductible amount exceeds five percent (5%) of the face amount of the insurance policy.

3.31. Commercial General Liability Insurance

The Successful Proposer shall maintain general liability insurance coverage with limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate, two million dollars (\$2,000,000) products/completed operations aggregate, one million dollars (\$1,000,000) personal and advertising injury, fifty thousand dollars (\$50,000) damage to premises rented to you, and five thousand dollars (\$5,000) medical expense each person.

3.32. Workers' Compensation & Employer's Liability Insurance

The Successful Proposer shall maintain Workers' Compensation insurance coverage in accordance with statutory limits, and Employer's Liability insurance coverage with minimum limits for bodily injury:

- a. one million dollars (\$1,000,000) per each accident;
- b. by disease, one million dollars (\$1,000,000) per employee; and
- c. by disease, policy limit one million dollars (\$1,000,000).

Coverage shall include a waiver of subrogation in favor of the Texas Lottery Commission, its officers and employees.

3.33. Professional Liability (Errors and Omissions) Insurance

The Successful Proposer shall maintain professional liability (including errors and omissions, and broadcasters and advertising liability) insurance coverage including but not limited to loss due to any equipment error, machine error, system down time, communication problems or errors, and any error or omission caused by the Successful Proposer, its officers, employees, agents, or Subcontractors of the Successful Proposer regardless of negligence, with minimum limits of one million dollars (\$1,000,000) per occurrence, to be in full force and effect during the term of the Contract, including any extension thereof and one year thereafter. Coverage shall indemnify the Texas Lottery



for direct loss due to errors and omissions caused by the Successful Proposer, its officers, employees, agents, or Subcontractors of the Successful Proposer regardless of negligence.

3.34. Business Automobile Insurance

The Successful Proposer shall maintain Business Automobile Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit to include bodily injury (including death) and property damage of one million dollars (\$1,000,000) per occurrence.

3.35. Performance Bond

- 3.35.1. The Successful Proposer shall provide an original performance bond (as shown in Attachment F attached hereto and incorporated herein for all purposes) in the amount of fifty thousand dollars (\$50,000) within fifteen (15) Days of execution of the Contract. Failure to have and keep the required bond in place shall constitute a breach of the Contract.
- 3.35.2. The bond may be renewed on an annual basis at the option of the surety. If the surety does not choose to renew this obligation, it will so notify the obligee and principal not later than thirty (30) Days prior to its expiration. Such notification, by itself, shall not constitute a breach of or default under the Contract.
- 3.35.3. All required bonds shall be issued by companies or financial institutions which are financially rated Excellent or better by A.M. Best Company and duly licensed, admitted, and authorized to do business in Texas by the Texas Department of Insurance. The Texas Lottery shall be named as the obligee in each required bond.
- 3.35.4. The bond shall be maintained in full force and effect for the Contract Term. The bond shall be forfeited to the Texas Lottery if the Successful Proposer fails to perform as required by the Contract, pay sanctions or liquidated damages, or indemnify the Texas Lottery. Any alterations to the bond language as shown in Attachment F shall be approved in advance by the Texas Lottery.

3.36. Disclosure of Litigation

- 3.36.1. The Proposer shall include in its Proposal a complete disclosure of any material civil or criminal litigation or indictment either threatened or pending involving the Proposer. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Proposer shall also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers to, but is not limited to,



any action or pending action that a reasonable person knowledgeable in the gaming industry would consider relevant to any gaming operation or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the gaming industry and its operations, together with any threatened or pending litigation that may result in a substantial change in the Proposer's financial condition, as described in Section 4.7.

- 3.36.2. This is a continuing disclosure requirement. Any litigation threatened or commencing after submission of a Proposal (and, for the Successful Proposer, after Contract Award and throughout the Contract Term) shall be disclosed in a written statement to the Texas Lottery's General Counsel within fifteen (15) Days of its occurrence.
- 3.36.3. The Successful Proposer shall be required to file with the Texas Lottery comprehensive monthly reports regarding all threatened or pending litigation involving the Successful Proposer's Texas operations and all threatened or pending litigation that may be considered material to the overall operations of the Successful Proposer.

3.37. Changes in Ownership

During the Contract Term, the Successful Proposer shall notify the Texas Lottery in writing of any substantial change in the ownership or control of the Successful Proposer as soon as possible, but no later than fifteen (15) Days after its occurrence.

3.38. Force Majeure / Delay of Performance

- 3.38.1. Except as otherwise provided in the Contract, neither the Successful Proposer nor the Texas Lottery 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 RFP and the 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 Proposer shall inform the Texas Lottery in writing within three (3) Days of the existence of any such force majeure or otherwise waives this right as a defense.
- 3.38.2. The Successful Proposer shall immediately upon discovery notify the Executive Director in writing of any delays in performance regardless of responsibility, fault or negligence. If the Successful Proposer contends that the delay is the responsibility, fault or negligence of Texas Lottery staff, the Successful Proposer shall provide written notice within three (3) Days of the discovery, and to the extent possible, identify the event or individual responsible so that 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 Proposer's right to assert the Texas Lottery's action/inaction as a defense.

3.39. Taxes, Fees and Assessments

- 3.39.1. The Texas Lottery shall have no responsibility whatsoever for the payment of any federal, state or local taxes which become payable by the Successful Proposer or its Subcontractors, or their agents, officers or employees. The Successful Proposer shall pay and discharge when due all such taxes, license fees, levies, and other obligations or charges of every nature.
- 3.39.2. The Successful Proposer shall be responsible for payment of all taxes attributable to the Contract and any and all such taxes shall be identified under the Successful Proposer's federal tax identification number. The Successful Proposer shall pay all federal, state and local taxes of any kind, including without limitation income, franchise, ad valorem personal property, sales, use, lease, payroll, consumption, distribution and storage taxes, for the goods, services and systems relating thereto provided by the Successful Proposer hereunder, whether or not such taxes are in effect as of the date the Contract is signed or become effective during the Contract Term.

3.40. Media Releases

The Successful Proposer shall not issue any media releases or publish information to the public, including on social media platforms, pertaining to this procurement process or the performance of the Contract without prior written approval of the Texas Lottery. For any required disclosure or any public release of information of any kind, including a non-required disclosure, that is under a deadline imposed by any statutory or regulatory authority, the Successful Proposer shall seek approval from the Texas Lottery no less than two (2) Working Days prior to the deadline for the release of the information. In any instance where there is a deadline for the release of information, approval of the release by the Texas Lottery shall neither be construed as an endorsement of the release, as assent to the content of the release, as an indication of the accuracy of the information in the release, nor as any admission of any kind regarding any subject covered in the release.

3.41. Advertising

Except as expressly authorized in this RFP (e.g., Section 3.24.), the Successful Proposer agrees not to use the Texas Lottery's name, logos, images, nor any data or results arising from this procurement process or the Contract as a part of any commercial advertising, or to promote the Successful Proposer in another jurisdiction's procurement process, without prior written approval by the Texas Lottery.



3.42. Hiring of Texas Lottery Personnel

- 3.42.1. At all times following issuance of this RFP and ending with either the award of a Contract or the rejection of all Proposals, prospective Proposers are prohibited from officially or unofficially making any employment offer or proposing any business arrangement whatsoever to any Texas Lottery employee involved in the evaluation of Proposals, the Contract Award, or contract negotiations. A prospective Proposer making such an offer or proposition may be disqualified from further consideration.
- 3.42.2. At all times following the issuance of this RFP and ending with either the award of a Contract or the rejection of all Proposals, Proposers shall not engage the services of any State of Texas employee while such person remains employed by the State without the written consent of the Texas Lottery. During the Contract Term, the Successful Proposer shall not engage the services of any State of Texas employee while such person remains employed by the State without the written consent of the Lottery.
- 3.42.3. Under Tex. Gov't Code §572.069, the Successful Proposer 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 before the second anniversary of the date the contract was signed or the procurement was terminated or withdrawn.

3.43. Hiring of Lobbyist, Consultant and/or Advisor; Supplemental Information

The Proposer shall list the names, addresses and telephone numbers for all lobbyists, consultants, and/or advisors who (i) will perform services related to the Proposer's operations or interests in the State of Texas under previously executed contracts, or (ii) during the three (3) years prior to the issuance of the RFP, have performed services related to the Proposer's operations or interests in the State of Texas for the Proposer or any Subcontractors of the Proposer. The Successful Proposer, after Contract Award and throughout the Contract Term, shall immediately notify the Texas Lottery in the event of a change of lobbyist, consultant, or advisor information.

3.44. Notices

The Proposer shall indicate in its Proposal the name and address of the person to whom any notices shall be given. Notices to the Texas Lottery shall be made by personal delivery, commercial carrier, email, and/or by certified (or registered) mail return receipt requested to the Texas Lottery at the address below unless the Proposer is notified in writing by the Texas Lottery of any change:

Texas Lottery Commission
Attention: Contracts Management and Procurement



P.O. Box 16630
Austin, Texas 78761-6630
Fax (512) 344-5064
Contracts@lottery.state.tx.us

3.45. Non-Disclosure

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

3.46. Usufruct

If, for any reason other than breach of contract by the Texas Lottery, the Successful Proposer should lose its ability to service the Contract, the Texas Lottery shall acquire a usufruct in all contractual assets, rights, and other items owned by the Successful Proposer in conjunction with the Contract and which are necessary to provide such services. Said usufruct shall be limited to the right of the Texas Lottery to possess and make use of such contractual items solely for the use and benefit of the Texas Lottery in operating, maintaining, altering, replacing and improving the programs and systems being used by the Texas Lottery under the Contract. Such usufruct shall be limited in time to the duration of the Contract Term, and in scope to programs, systems, and other items being used by the Texas Lottery under the Contract.

3.47. Ticket Purchase

- 3.47.1. 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 Successful Proposer directly involved in selling or leasing the goods or performing the services that are the subject of the Contract 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 same household in 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 Proposer shall ensure that these statutory prohibitions are made known to each member, officer and employee of the Successful Proposer, prior to that person becoming involved in selling or leasing the goods or performing the services that are the subject of the Contract. The Successful Proposer shall require its members, officers and employees to make the statutory prohibition known to Family Members. The Successful Proposer shall promptly notify the Texas Lottery of any violation of Tex. Gov't Code §466.254.



- 3.47.2. 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.

3.48. Liquidated Damages

- 3.48.1. **General.** It is agreed by the Texas Lottery and the Successful Proposer that:

1. If the Successful Proposer does not provide or perform the requirements referred to or listed in this RFP 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 a default by the Successful Proposer relating to matters listed in the liquidated damages schedule will be (i) costly, (ii) time consuming, and/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 Proposer from performing all Contract requirements;
6. The Texas Lottery may, therefore, in its sole discretion, deduct damages from the compensation otherwise due to the Successful Proposer. All assessments of liquidated damages shall be within the sole discretion of the Texas Lottery; and
7. Liquidated damages are not intended to be exclusive of any other available remedy or penalty under the Contract.

- 3.48.2. **Liquidated Damages Assessment.** Once the Texas Lottery has determined that liquidated damages are to be assessed, the Executive Director or Executive Director’s designee shall notify the Successful Proposer of the assessment(s). Failure to notify does not impact the Texas Lottery’s assessment of damage and is not a condition precedent thereto. The Texas Lottery will withhold liquidated damages from payments to the Successful Proposer, or, if no payments have been made, the Texas Lottery will make demand of payment of liquidated damages. The Successful Proposer shall make payment within thirty (30) Days of the Texas Lottery’s demand. In the event the Successful Proposer fails to pay within the thirty (30) Day period, the Texas Lottery may make a claim for payment against the performance bond under Section 3.35, with or without notice to the Successful Proposer.



- 3.48.3. ***Failure to Assess Liquidated Damages.*** The failure of the Texas Lottery to assess liquidated damages in any instance where the Texas Lottery is entitled to liquidated damages pursuant to the terms of this RFP or the Contract shall not constitute a waiver in any fashion of the Texas Lottery's right to assess liquidated damages.
- 3.48.4. ***Severability of Individual Liquidated Damages Clauses.*** If any portion of these liquidated damages provisions or the schedule is determined to be unenforceable, the other portions of these provisions and the schedule shall remain in full force and effect.
- 3.48.5. ***Failure to Permit Examination, Produce Requested/Required Records or Information, or Provide an Answer.*** Unless otherwise specified in this RFP or any Contract resulting therefrom, the Successful Proposer shall permit an examination, produce requested records or information, or provide an answer in response to a Texas Lottery inquiry within five (5) business days. Failure to respond before the deadline may result in the assessment of liquidated damages in the amount of one hundred dollars (\$100) per day for each day the examination is not permitted, the information or records are not produced, or the answer is not provided.
- 3.48.6. ***Late Delivery of the Annual Audit Plan.*** The failure of the Successful Proposer to submit the annual audit plan before the deadline approved by the Texas Lottery, may result in the assessment of liquidated damages in the amount of five hundred dollars (\$500) per Day for each Day the plan is late.
- 3.48.7. ***Failure to Meet Deadlines Established in the Annual Audit Plan.*** The failure of the Successful Proposer to adhere to the delivery deadlines in the annual audit plan may result in the assessment of liquidated damages in the amount of one hundred dollars (\$100) per Day for each Day of delay.
- 3.48.8. ***Late Delivery of Annual Audit Report.*** The failure of the Successful Proposer to submit the annual audit report before the deadline approved by the Texas Lottery may result in the assessment of liquidated damages in the amount of five hundred dollars (\$500) per Day for each Day the report is late.

3.49. Sanctions and Remedies Schedule

- 3.49.1. ***General.*** Tex. Gov't Code §2261.101 requires that all state contracts contain a remedies schedule, a graduated sanctions schedule, or both, for breach of contract or substandard performance. Pursuant to that statutory provision, sanctions and remedies will apply for the Incidents specified in this section. The sanctions and remedies will be referred to as "sanctions." Sanctions are not intended to be exclusive of any other available remedy or penalty under the Contract.
- 3.49.2. ***Assessment of Sanctions.*** Once the Texas Lottery has determined that sanctions are to be assessed, the Executive Director or Executive Director's designee may notify the Successful Proposer of the assessment(s). Failure or delay in notifying does not impact



the Texas Lottery's assessment of sanctions and providing notice is not a condition precedent thereto. The Texas Lottery will withhold sanctions from payments to the Successful Proposer, or, if no payments are to be made, the Texas Lottery will make demand of payment of sanctions. The Successful Proposer shall make payment within thirty (30) Days of the Texas Lottery's demand. In the event the Successful Proposer fails to pay within the thirty (30) Day period, the Texas Lottery may make a claim for payment against the performance bond under Section 3.35, with or without notice to the Successful Proposer.

- 3.49.3. ***Failure to Assess Sanctions.*** The failure of the Texas Lottery to assess sanctions in any instance where the Texas Lottery is entitled to sanctions pursuant to the terms of this RFP or the Contract shall not constitute a waiver in any fashion of the Texas Lottery's right to assess sanctions.
- 3.49.4. ***Severability of Individual Sanctions Clauses.*** If any portion of these sanction provisions or the schedule is determined to be unenforceable, the other portions of these provisions and the schedule shall remain in full force and effect.
- 3.49.5. ***Failure to Disclose Litigation.*** The failure of the Successful Proposer to disclose litigation as required by Section 3.36 of this RFP may result in the Successful Proposer being assessed sanctions in the amount of five hundred dollars (\$500) per incident.
- 3.49.6. ***Failure to Obtain Prior Written Approval before Issuing Media Release.*** The failure of the Successful Proposer to comply with RFP Section 3.40 regarding the issuance of media releases may result in the Successful Proposer being assessed sanctions in the amount of one thousand dollars (\$1,000) per incident.
- 3.49.7. ***Purchase of Texas Lottery Tickets.*** The failure of the Successful Proposer to comply with the requirements of RFP Section 3.47 regarding the purchase of Texas Lottery tickets may result in the Successful Proposer being assessed sanctions in the amount of five thousand dollars (\$5,000) per incident.
- 3.49.8. ***Failure to Report Significant Incidents and Anomalies and/or to Comply with the RFP Code of Conduct Requirements.*** The failure of the Successful Proposer to report all significant incidents and anomalies to the Texas Lottery as required by Section 3.62 of this RFP may result in the Successful Proposer being assessed sanctions in the amount of two hundred dollars (\$200) per Day for each Day not reported. The failure of the Successful Proposer to comply with the code of conduct requirements in Section 3.60 of this RFP may result in the Successful Proposer being assessed sanctions in the amount of five hundred dollars (\$500) per incident.
- 3.49.9. ***Failure to Notify the Texas Lottery of a Change of Ownership or Control or Change in Financial Condition.*** The failure of the Successful Proposer to notify the Texas Lottery of a change of ownership or control or change in financial condition as required



by RFP Sections 3.37 and 4.6 may result in the Successful Proposer being assessed sanctions in the amount of one hundred dollars (\$100) per incident.

- 3.49.10. ***Unauthorized Disclosure.*** The failure of the Successful Proposer to comply with the non-disclosure requirement in Section 3.45 of this RFP may result in the Successful Proposer being assessed sanctions in the amount of five thousand dollars (\$5,000) per incident.
- 3.49.11. ***Failure to Provide Written Notification of Staffing Changes Timely.*** The failure of the Successful Proposer to provide written notification of staffing changes as required by RFP Section 3.11 may result in the Successful Proposer being assessed sanctions in the amount of one hundred dollars (\$100) per Day for each Day the written notification is not received.
- 3.49.12. ***Failure to Notify the Texas Lottery of Changes in Lobbyist Information.*** The failure of the Successful Proposer to inform the Texas Lottery of any change of lobbyist information as required by RFP Section 3.43 may result in the Successful Proposer being assessed sanctions in the amount of one thousand dollars (\$1,000) per Day for each Day that the filing is not provided.
- 3.49.13. ***Failure to Cooperate with and/or Produce Records or Information as part of Background Investigation.*** The failure of the Successful Proposer to cooperate with and/or produce records or information as part of a background investigation conducted pursuant to Section 4.7 of this RFP may result in the Successful Proposer being assessed sanctions in the amount of one hundred dollars (\$100) per Day for each Day the records/information are not produced or answers are not provided.

3.50. Dispute Resolution

The dispute resolution process provided for in Tex. Gov't Code ch. 2260 and 16 TAC Ch. 403 shall be used by the Successful Proposer to attempt to resolve any disputes brought by the Successful Proposer arising under the Contract.

3.51. Certifications

- 3.51.1. 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. All Proposers shall read and be familiar with Tex. Gov't Code §466.155, attached hereto as Attachment D. All Proposals shall include a completed Background Information Certification Form, attached hereto as Attachment D-1, which certifies that the Proposer has reviewed Tex. Gov't Code §466.155 and neither the Proposer nor any of the following persons would be denied a license as a sales agent under said section: (a) Proposer's officers, directors, investors, owners, partners and other principals, as more



particularly described in Tex. Gov't Code §466.155 (collectively, Proposer Principals); or (b) any spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of the Proposer or any of the Proposer Principals.

- 3.51.2. Under §231.006 of the Tex. Fam. Code, the Proposer certifies that the individual or business entity named in the Proposal or Contract is not ineligible to receive the specified grant, loan or payment and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Proposer subject to §231.006 shall include names and social security numbers of each person with at least twenty five percent (25%) ownership of the business entity submitting the Proposal. This information must be provided prior to Contract Award.
- 3.51.3. Under §2261.053 of the Tex. Gov't Code, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or convicted of any offense related to the direct support or promotion of human trafficking. In submitting a Proposal under this RFP, the Proposer certifies as follows: "Under Section 2261.053 of the Texas Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate."
- 3.51.4. The Proposer certifies that: (a) the Proposer 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 Proposal; and (b) neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, nor anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Texas (Tex. Bus. & Comm. Code §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 Proposal to any competitor or any other person engaged in such line of business.
- 3.51.5. The Proposer certifies that it is in compliance with Tex. Gov't Code §669.003, relating to contracting with the executive head of a state agency. If §669.003 applies, the Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive



Name of State Agency
Date of Separation from State Agency
Position with Proposer
Date of Employment with Proposer

- 3.51.6. The Proposer certifies that if a Texas address is shown as the address of the Proposer, the Proposer qualifies as a Texas Resident Bidder as defined in Tex. Gov't Code §2252.001.
- 3.51.7. The Texas Lottery 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 respondents/vendors with the Federal Government's System for Award Management (SAM, <https://www.sam.gov/>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- 3.51.8. Under §2155.004 of the Tex. Gov't Code, the Proposer has not received compensation from the Texas Lottery for participating in the preparation of the specifications for this RFP and certifies as follows: "Under Section 2155.004, Government Code, 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 the Contract may be terminated and payment withheld if this certification is inaccurate."
- 3.51.9. Under §2252.907 of the Tex. Gov't Code, the Successful Proposer is required to make and shall make any information created or exchanged with the State under the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 3.51.10. Under §2271.002 of the Tex. Gov't Code, the Executive Director may not award a contract for goods or services unless the contract contains a written verification from the Proposer that it: (1) meets exemption criteria under §2271.002; or (2) will not boycott Israel during the term of the contract. Proposer shall state any facts that make it exempt from the boycott certification in its Proposal. By signing and submitting a Proposal, the Proposer certifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
- 3.51.11. Under §2252.152 of the Tex. Gov't Code, a state agency may not award a contract to a person engaged in business with Iran, Sudan, or a known foreign terrorist organization as defined in §2252.151. The Proposer certifies it is not ineligible to receive a State contract under §2252.152.
- 3.51.12. Under §2155.0061 of the Tex. Gov't Code, a state agency may not accept a Proposal or award a contract if the Contract includes the financial participation by a person who, within a five-year period from the date of the Proposal or award, has been convicted of



any offense related to the direct support or promotion of human trafficking. The Proposer certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

- 3.51.13. Under Tex. Gov't Code §2276.002, a state agency may not award a contract for goods or services unless the Contract contains a written verification from the bidder that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract. By signing and submitting a Proposal, the Proposer certifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract.
- 3.51.14. Under Tex. Gov't Code §2274.002, a state agency may not award a contract for goods or services unless the Contract contains a written verification from the bidder that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. By signing and submitting a Proposal, the Proposer certifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract.
- 3.51.15. The Proposer agrees to comply with Tex. Gov't Code §2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 3.51.16. Under §161.0085 of the Health and Safety Code, a state agency may not enter a contract payable with state funds with a business in this state that requires a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive services. By signing and submitting a Proposal, the Proposer certifies that, if it is a business in this state, it does not require a customer to provide any documentation certifying a customer's COVID-19 vaccination or post-transmission recovery upon entry to, to gain access to, or to receive services and will not require such during the term of the Contract.
- 3.51.17. Pursuant to the Governor's Executive Order (EO) GA-48, issued November 19, 2024, the Proposer certifies that neither it, nor its holding companies or subsidiaries, is:
- (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
 - (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
 - (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
 - (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.



3.52. Preferences

Any Proposer entitled to a preference(s) under Texas law shall claim the preference(s) in its Proposal.

3.53. Deceptive Trade Practices; Unfair Business Practices

The Successful Proposer represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or lawsuit and that the Successful Proposer has not been found to be liable for such practices in such proceedings. The Successful Proposer certifies that it has no officers who have served as officers of other entities that have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or lawsuit and that such officers have not been found to be liable for such practices in such proceedings.

3.54. Immigration

The Successful Proposer represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 and the Illegal Immigrant Reform and Immigrant Responsibility Act of 1996 regarding employment of any individual who will perform labor or services under the Contract.

3.55. 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).

- 3.55.1. Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas 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.
- 3.55.2. Upon request, but not later than thirty (30) calendar Days after request, the Successful Proposer shall provide the Texas Lottery 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 of 1973).



3.56. Cybersecurity Training, Cloud Computing, Data Protection and Security

- 3.56.1. As required by Tex. Gov't Code §2054.5192, any contractor with access to a Texas Lottery computer system or database shall complete a cybersecurity training program certified under §2054.519. The Successful Proposer shall verify completion and sign the Texas Lottery's Information Security Agreement prior to receiving access to computer systems or databases.
- 3.56.2. The Successful Proposer agrees that it will not utilize any Prohibited Technologies on any of the Successful Proposer's or its employees' personally-owned devices used to access state- owned data, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices. "Prohibited Technologies" refers to software applications and hardware products with security concerns made by manufacturers on the prohibited technologies list (as it may be updated over time) located on the Texas Department of Information Resources' (DIR) website at: <https://dir.texas.gov/information-security/prohibited-technologies>. In addition to the DIR list, the TLC in its sole discretion may designate additional prohibited technologies. The Successful Proposer's employees may be required to review the Texas Lottery's Information Technology Security Manual and sign the Texas Lottery's Information Security Agreement.
- 3.56.3. Under Tex. Gov't Code §2054.0593, any cloud computing services utilized by the Successful Proposer under the Contract resulting from this RFP shall comply with the requirements of the state risk and authorization management program. The Successful Proposer shall maintain program compliance and certification throughout the Contract Term and shall be required to demonstrate compliance with program requirements upon the Texas Lottery's request.
- 3.56.4. In accordance with §2054.138 of the Texas Government Code, the Successful Proposer certifies that it will comply with the security controls established by the TLC and will maintain records and make them available to the TLC upon request as evidence of Respondent's compliance with the required controls.
- 3.56.5. The Successful Proposer agrees that all products and/or services provided under the Contract that are equipped with data storage (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the data storage device 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 Chapter 202.



3.57. False Statements; Breach of Representations

By submitting a Proposal, the Proposer makes all the representations, warranties, guarantees, certifications and affirmations included in its Proposal. If a Proposer signed its Proposal with a false statement or is selected as the Apparent Successful Proposer and signs the Contract having made a false statement, or it is subsequently determined that the Proposer has violated any of the representations, warranties, guarantees, certifications or affirmations included in the RFP or the Contract, the Proposer shall be in default and if the determination is made before Contract Award, the Texas Lottery may reject the Proposal or if the determination is made after Contract Award, the Texas Lottery may terminate the Contract for cause and pursue all other remedies available to the Texas Lottery under the RFP, the Contract and applicable law.

3.58. Limitation on Authority; No Other Obligations

The Successful Proposer shall have no authority to act for or on behalf of the Texas Lottery or the State of Texas except as expressly provided for in this RFP or the Contract. The Successful Proposer is not authorized to sign any contract as the Texas Lottery's agent; any such contract is invalid and cannot be enforced against the Texas Lottery. The Successful Proposer may not incur any debts, obligations, expenses or liabilities of any kind on behalf of the State of Texas or the Texas Lottery.

3.59. Proposer Assignment

The Successful Proposer hereby assigns to the Texas Lottery any and all claims for overcharges associated with the Contract 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 §15.01, et seq.

3.60. Code of Conduct

The Texas Lottery 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 Proposer shall:

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



- c. 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.
- d. Avoid activities, operations, and practices that could be interpreted as improper and cause embarrassment to the Texas Lottery and/or to the industry.
- e. Report security problems or potential security problems with any services provided pursuant to this RFP or the Contract immediately and only to the Texas Lottery.
- f. Otherwise comply with the State Lottery Act (Tex. Gov't Code Ch. 466) and Texas Lottery rules, procedures and policies.
- g. Provide best practices related to security and integrity standards within the industry.

3.61. Contact with Texas Lottery Commission

- 3.61.1. Employees, Subcontractors and agents of all prospective Proposers, and employees, Subcontractors and agents of the Successful Proposer may not offer or give a gift to a Texas Lottery employee. For purposes of this section, "gift" has the meaning set forth at Tex. Gov't Code §467.001(4) as that definition may be amended by acts of the Texas Legislature.
- 3.61.2. Employees, Subcontractors and agents of all prospective Proposers and employees, Subcontractors and agents of the Successful Proposer 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 Proposers and employees, Subcontractors and agents of the Successful Proposer should not discuss Texas Lottery business with any Texas Lottery employee.
- 3.61.3. Professional socialization at activities, such as industry trade conferences and site visits, is permitted.

3.62. Incidents and Anomalies

The Successful Proposer shall report immediately all significant Incidents and anomalies to the Texas Lottery, followed by a written report to be submitted within one (1) Work Day of the Incident or anomaly. At a minimum, Incident and anomaly reporting shall include a description of the Incident, its cause, and corrective action taken. For purposes of this section, "significant" Incidents include, by way of illustration only, any occurrence that affects the Texas Lottery, lottery retailers, or players, and deviation from



established procedures and those items where sanctions or liquidated damages are applicable.

3.63. U.S. Department of Homeland Security's E-Verify System

By entering into the Contract, the Successful Proposer certifies and ensures that it utilizes and will continue to utilize, for the Contract Term, 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 Successful Proposer to perform work pursuant to the Contract within the United States of America.

3.64. Non-Exclusive Contract

The Texas Lottery intends to enter into a non-exclusive contract with the Successful Proposer to provide the services described in this RFP and expressly reserves the right to engage other vendor(s) to perform similar services and/or to conduct such services itself.

3.65. Survival

Provisions of this RFP which of their nature and effect are necessary to enable the Texas Lottery to carry out its functions in the normal course of business and to meet all of its obligations shall survive any termination or expiration of the Contract. These provisions include, but are not limited to, all of the warranties and representations and any provision that by its terms provides for applicability beyond the end of the Contract Term.



4. REQUIRED INFORMATION

4.1. Experience of Proposer

The Proposer shall provide the following information relating to its experience:

- 4.1.1. Each Proposer should state why it believes it has the experience to provide the goods and services required under Part 6 of this RFP.
- 4.1.2. Only Proposers that are certified public accounting (CPA) firms or individuals that have, and maintain in good standing, an active license issued by the Texas State Board of Public Accountancy will be considered. Proposers shall provide evidence of licensure with submission of Proposal.
- 4.1.3. Proposers shall meet the following requirements (see Tex. Gov't Code Ann. 2102.006):
 1. be a certified public accountant or a certified internal auditor; and
 2. have at least three (3) years of auditing experience.
- 4.1.4. Each Proposer shall indicate the number of years' experience the Proposer has in providing similar services.
- 4.1.5. Each Proposer shall provide descriptions for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. The description of comparable engagements shall be detailed and cover the contracts the Proposer and any subcontractors have had and all experience similar to this Contract which qualifies the Proposer to meet the requirements of this Contract, including but not limited to:
 - a. Size of contract (including dollar value).
 - b. Reason for contract termination/expiration, if contract is no longer in effect.
 - c. Types of services directly provided by the Proposer and whether the Proposer was the Proposer or Subcontractor.
 - d. Term and type of contract, including effective dates.
 - e. Any problems encountered.
- 4.1.6. The Proposer shall state in its Response whether or not any of the following have occurred during the last five (5) years:
 - a. The Proposer has had a contract terminated, and, if so, shall provide full details, including the other party's name, address and telephone number.
 - b. The Proposer has been assessed any penalties or liquidated damages under any existing or past contracts, and, if so, note the reason for and the amount of the penalty or liquidated damages for each incident.



- c. The Proposer was the subject of (i) any disciplinary action for substandard work and unethical practices or (ii) any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Proposer to engage in any business, practice or activity.
- d. The Proposer has been involved in any litigation related to contract performance.

4.2. Experience of Key Personnel

- 4.2.1. Proposers shall provide a list of personnel to be assigned to the Texas Lottery project and include resumes for all project personnel, including name, title and job description.
- 4.2.2. Lists and resumes provided by Proposers shall include, at a minimum, information regarding length of time spent doing present duties or related duties; a description of duties; projects accomplished, including scope and name of customer's company, length of time, including dates at each employer; and relevant continuing professional education. If duties were performed for an employer other than the Proposer, the Proposal shall indicate that employer's name.
- 4.2.3. Proposers shall designate an individual to be the responsible Audit Manager. The Audit Manager should have a minimum of three (3) years' audit management experience overseeing projects of similar complexity and scope as that required in this RFP. The Audit Manager shall also meet the minimum requirements of Tex. Gov't Code Ann. 2102.006.
- 4.2.4. A minimum of three (3) verifiable references for the Audit Manager shall be provided that include the contact person, name of company, phone and e-mail address.

4.3. Proposer References

A minimum of five (5) verifiable references shall be provided that include the contact person, name of company, phone, e-mail address and descriptions of services provided. Proposers' references shall include references for which the Proposer has provided similar services as described in Part 6 of this RFP within the last five (5) years. The Texas Lottery reserves the right to verify all information in the Proposal submitted by the Proposer and seek other information it deems necessary to conduct a thorough review.

4.4. Contact Person

- 4.4.1. Each Proposer shall provide the name, address, telephone number, and email address of a person to contact concerning questions regarding its Proposal.



- 4.4.2. Each Proposer shall provide the name, address, telephone number, and email address of a person to contact (if different than the person identified in Section 4.4.1) concerning the Contract.

4.5. Conflict of Interest

- 4.5.1. The Proposer shall disclose any actual, potential or perceived conflict of interest relative to the performance of the requirements of this RFP. The Proposer shall disclose any personal or business relationship of (a) itself; (b) any of its principals, officers, directors, investors, owners, partners, and employees (collectively, Proposer 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 Proposer Personnel; (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, including major and prime contracts, is regularly updated at the following website link:

[http://www.texaslottery.com/export/sites/lottery/About_Us/Doing_Business_with_TLC/Contracts_Over_\\$100x000/](http://www.texaslottery.com/export/sites/lottery/About_Us/Doing_Business_with_TLC/Contracts_Over_$100x000/)

Failure to promptly disclose any such relationship may be a cause for disqualification of a Proposal.

- 4.5.2. This is a continuing disclosure requirement for all Proposers throughout the procurement. For the Successful Proposer, there is also a continuing disclosure requirement after Contract Award and throughout the Contract Term to disclose to the Texas Lottery in writing any actual, potential or perceived conflict of interest relative to the performance of the requirements of this RFP and the Contract at the time such conflict is identified. Failure to promptly notify the Texas Lottery may be a cause for rejecting the Proposal, sanctioning the Successful Proposer, or exercising any other appropriate remedy under the Contract.

4.6. Financial Soundness

- 4.6.1. Each Proposer shall provide evidence of financial responsibility and stability for performance of the Contract and shall demonstrate the ability to finance the project described in its submission.
- 4.6.2. Each Proposer shall provide evidence of financial responsibility and stability based on any and/or all of the following:
1. If the Proposer is the sole source of financial resources, the Proposer shall submit financials showing the Proposer's ability to finance the project on its own with current resources;



2. If the Proposer is the subsidiary of a parent corporation and the parent corporation is providing financial resources or assurance, the parent corporation shall complete Attachment B, and the Proposer shall submit financials for both the Proposer and the parent;

3. If the Proposer is a joint venture or a group of affiliated companies, the Proposal shall include financials for each member or affiliate of such joint venture or group, as applicable.

If 1, 2 or 3 applies, then the Proposer shall submit the following documentation with its Proposal:

(a) Copies of audited financial statements and/or complete tax returns for each of the Proposer's (and its parent corporation, if applicable, or joint venture member or affiliate, if applicable) two (2) most recently ended fiscal years; and/or

(b) If documentation under (a) is not available, the Proposer shall provide other proof of financial assurance.

4. If the Proposer is relying on financial resources other than items 1 through 3 above, then the Proposer shall submit the following documentation with its Proposal:

(a) Other proof of financial assurance that is verified by a third-party financial institution. Examples of such items are as follows:

- 4.6.3. Unaudited financial statements accompanied by a line of credit from a third-party financial institution stating the credit amount and available balance.
- 4.6.4. Unaudited financial statements accompanied by a bank statement provided by a third-party financial institution confirming the Proposer's average bank balance for at least the previous six (6) months.
- 4.6.5. Any other financial information Proposer would like to be considered.
- 4.6.6. If the information in Section 4.6.2 is not available at the time of submission, the Proposer shall provide other proof of financial responsibility acceptable to the Texas Lottery prior to the deadline for submission of Proposals.
- 4.6.7. The Texas Lottery reserves the right to require any additional information necessary to determine the financial responsibility and stability of the Proposer.
- 4.6.8. The Proposal shall include a certification that the Proposer will notify the Texas Lottery of a change in financial condition during the Contract Term. If a Proposer experiences a substantial change in its financial condition prior to the award of the Contract, or if the Successful Proposer experiences a substantial change in its financial condition during the term of the Contract or any extension thereof, the Texas Lottery shall be notified of the



change in writing at the time the change occurs or is identified. Failure to notify the Texas Lottery of such substantial change in financial condition will be sufficient grounds for rejecting the Proposal or terminating the Contract. For the purposes of this section, examples of a substantial change in financial condition are events such as insolvency, bankruptcy or receivership.

4.7. Background Investigations

- 4.7.1. **Vendor Background Investigation.** Under Tex. Gov't Code §466.103, the Executive Director of the Texas Lottery is prohibited from awarding a contract for goods or services related to lottery operations to a person or legal entity who would not qualify for a sales agent license under the requirements of §466.155.

The Texas Lottery Commission may initiate investigations into the backgrounds of (a) any Apparent Successful Proposer; (b) any of the Apparent Successful Proposer's officers, directors, investors, owners, partners and other principals, as more particularly described in Tex. Gov't Code §466.155 (collectively, Apparent Successful Proposer Principals); (c) any of the Apparent Successful Proposer's employees; (d) any of the Apparent Successful Proposer's Subcontractors, or the Subcontractors' officers, directors, investors, owners, partners, principals or employees (collectively, Subcontractor Personnel); or (e) any other associates of the Apparent Successful Proposer it deems appropriate. The Texas Lottery Commission may also request background information for a spouse, child, brother, sister or parent residing as a member of the same household in the principal place of residence of the Apparent Successful Proposer, any Apparent Successful Proposer Principals, or Apparent Successful Proposer employees described above. Such background investigations may include fingerprint identification by the Texas Department of Public Safety and the Federal Bureau of Investigation, and any other law enforcement agency.

The Apparent Successful Proposer shall be obligated to provide such information about any Apparent Successful Proposer Principals, Apparent Successful Proposer employees, and Subcontractor Personnel as the Texas Lottery may prescribe. The Apparent Successful Proposer also agrees that the Texas Lottery may conduct background investigations of such persons. The Texas Lottery may reject a Proposal and/or terminate the Contract based solely upon the Apparent Successful Proposer's failure to provide information to complete a background investigation or the results of these background investigations.

- 4.7.2. **Contractually Defined Vendor Principal(s) Background Investigation.** The Texas Lottery may initiate background investigations on the Apparent Successful Proposer Principals who will be directly involved in selling or leasing the goods or performing the services that are the subject of this RFP or the Contract. This includes any oversight function performed by such individuals. For purposes of this section and the attachments, these individuals are called "contractually defined vendor principals."



- 4.7.3. **Vendor Employee Background Investigations.** The Successful Proposer agrees that, during the term of the Contract and any extension thereof, it shall be obligated to provide such information about any principals, employees, and Subcontractor Personnel as the Texas Lottery may prescribe. The Successful Proposer also agrees that the Texas Lottery may conduct background investigations of such persons.

The Texas Lottery will conduct vendor employee background investigations on any of the Successful Proposer's principals, employees, and Subcontractor Personnel who meet one (1) or more of the following criteria:

- they perform services that may impact the security and integrity of the core gaming business as determined by the Texas Lottery;
- they provide audit, financial, legal, or compliance services;
- they provide goods and/or services that control or monitor access to lottery premises;
- they have unescorted access to TLC facilities; and/or
- they have direct access to TLC information systems.

- 4.7.4. **Apparent Successful Proposer.** If requested by the Texas Lottery, the Apparent Successful Proposer may be required to complete and return the following forms within ten (10) Working Days, or as otherwise directed by the Texas Lottery, after the written Announcement of the Apparent Successful Proposer is issued.

- a. Vendor Background Investigation Form (Attachment E).
- b. Certified List of Vendor Principals Form (Attachment E-1).
- c. Certified List of Contractually Defined Vendor Principals Form (Attachment E-2).
- d. Consent to Background Investigation and Release of Personal Information Form (Attachment E-4). A separate form shall be completed for each vendor principal included on *Attachment E-2 Certified List of Contractually Defined Vendor Principals Form* and each vendor/Subcontractor employee included on *Attachment E-3 Vendor Employee Background Investigation List*.
- e. Vendor Employee Background Investigation List (Attachment E-3).



4.8. Disclosure of Interested Parties

Tex. Gov't Code §2252.908 states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Ethics Commission (See <https://www.ethics.state.tx.us/rules/commission/ch46.php>). If requested by the Texas Lottery, the Apparent Successful Proposer may be required to complete and file the Form 1295 with the Ethics Commission after the written Announcement of the Apparent Successful Proposer is issued and prior to contract execution.



5. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

5.1. HUB 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=20&sch=D&div=1&rl=Y](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 Proposal, the Proposer 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).

5.2. HSP Submission and Texas Lottery Review

- 5.2.1. All Proposals shall include an HSP (Attachment C, including Method A or B, if applicable) in the format required by the CPA. Proposers may access the HSP forms online at the following CPA website link: <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>. The forms shall be printed, signed and submitted with your Proposal. The HSP is a pass/fail requirement. PROPOSALS THAT DO NOT INCLUDE A COMPLETED HUB SUBCONTRACTING PLAN PREPARED IN ACCORDANCE WITH 34 TAC §20.285 SHALL BE REJECTED AND WILL NOT BE EVALUATED.
- 5.2.2. The HSP form is provided in Attachment C of this RFP. To determine whether a Proposer has performed a good faith effort in preparing its HSP as required by the CPA's HUB rules, the Texas Lottery may request clarifications, if necessary. The HSP will be reviewed based on the Proposer's submission and any clarifications requested by the agency.

5.3. Assistance for Preparation of HSP

- 5.3.1. *Pre-Proposal Conference.* Proposers are encouraged to attend the pre-Proposal conference, which will include a brief overview of the HSP requirements. Proposers may ask questions at the pre-Proposal conference regarding the HSP. A copy of the TLC's Pre-Bid/Proposal Conference Booklet regarding HSP requirements is available on the agency's website at:

https://www.texaslottery.com/export/sites/lottery/About_Us/Doing_Business_with_TLC/Procurement/ Proposers should review the HSP booklet thoroughly to ensure they fill out and submit all forms correctly.



- 5.3.2. *HSP Quick Check List and HUB Subcontracting Opportunity Notification Form.* Attached to this RFP are an HSP Quick Check List (Attachment C-1) prepared by the CPA and a HUB Subcontracting Opportunity Notification Form (Attachment C-2). Attachment C-1 is intended to assist Proposers in preparing the HSP forms, but is not required to be submitted with Proposals. Proposers are encouraged to use Attachment C-2 when sending notice of subcontracting opportunities.
- 5.3.3. *Additional TLC Assistance.* As stated above, if an HSP is rejected, the Proposal will be disqualified and will not be considered. **Therefore, Proposers 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 Proposers have a limited amount of time to cure any deficiencies.**
- Written questions regarding the HSP can be submitted at any time up until the Proposal 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 Proposer's responsibility to check the TLC website for this information.
 - The TLC will conduct one-on-one HSP workshops with Proposers upon request. The workshops will cover detailed information on how to complete the HSP forms. Workshops shall be concluded by the date and time listed in the Schedule of Events. Workshops due to gathering restrictions may be conducted via Zoom, TEAMS or telephone conference. Proposers are responsible for contacting the Texas Lottery to schedule a workshop during the specified time period. Proposers may schedule workshops up until the final date listed in the Schedule of Events.
 - The TLC will review and provide individual written feedback on draft HSP forms submitted by Proposers. Draft HSP forms shall 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 C, and C-2 of the RFP 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 RFP, even if they are referred to in the HSP forms. Proposers are instructed not to submit any other portions of their Proposal 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 Proposal will pass.



5.4. Requirements for Completing the HSP Forms

- 5.4.1. TLC's HUB Participation Goal. The goods and/or services requested in this RFP are classified in the category of Professional Services Contracts. The agency's HUB participation goal for this RFP is 23.70%.
- 5.4.2. Requirements of the HUB subcontracting plan. Each Proposer shall complete the HSP forms prescribed by the CPA (Attachment C) and provide the following:
- a certification the Proposer has made a good faith effort to meet the requirements of 34 TAC § 20.285;
 - the names of the subcontractors that will be used during the course of the Contract;
 - the expected percentage of work to be subcontracted; and
 - the approximate dollar value of that percentage of work.

Each Proposer shall provide all documentation required by the agency to demonstrate the Proposer's compliance with the good faith effort requirements prior to Contract Award. If a Proposer fails to provide supporting documentation (phone logs, fax transmittals, electronic mail, etc.) by the deadline specified by the agency, the Proposal shall be rejected for material failure to comply with Tex. Gov't Code §2161.252 (b).

5.4.3. Proposer Intends to Subcontract

Proposers who intend to subcontract any portion of the Contract shall indicate in the HSP form that they intend to subcontract, and shall perform one of the three good faith effort methods identified below.

- **Method A (1): Using 100% HUB Subcontractors.** Proposer will use only Texas-certified HUBs for all identified subcontracting opportunities.
- **Method A (2): Meeting the Specified HUB Contract Goal.** Proposer will use a combination of Texas-certified HUBs and Non-HUB vendors for the identified subcontracting opportunities, however, the specified HUB contract goal can only be met by the subcontracting opportunities awarded to the Texas-certified HUB vendors with whom the Proposer has contracted for five years or less.
- **Method B: Good Faith Effort Outreach.** Proposer will perform good faith effort outreach for each identified subcontracting opportunity by contacting at least three (3) Texas-certified HUBs and two (2) trade organizations or development centers that serve members of the HUB groups. **Proposers using this method shall perform the outreach even for areas where a Proposer has a pre-existing subcontracting relationship.**

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



5.4.4. **Proposer Does Not Intend to Subcontract**

Proposers 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 Proposer shall explain how all functions of the Contract will be performed without the use of Subcontractors in Section 3 of the HSP form.

5.5. **Subcontracting Opportunities**

- 5.5.1. The Texas Lottery has identified the following potential subcontracting opportunities under this RFP. Proposers intending to subcontract any shall perform the good faith effort detailed in the HSP instructions and include a compliant HSP with the Proposal.

CLASS 918 – CONSULTING SERVICES

Item Number and Commodity Descriptions:

918-04 - Accounting, Auditing, Budget Consulting

CLASS 946 – FINANCIAL SERVICES

Item Number and Commodity Descriptions:

946-20 - Audit Services

946-31 – Certified Public Accountant (CPA) Services

- 5.5.2. The potential subcontracting opportunities listed above may or may not be areas that a Proposer would subcontract, depending on that Proposer's existing resources, employees, and business model. Further, Proposers are not limited to the list above, and may identify additional areas of subcontracting. Proposers 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.
- 5.5.3. A list of HUB vendors registered with the CPA for the subcontracting opportunities identified above is included under the HUB/CMBL tab of this RFP. This list is provided as a resource to assist Proposers in preparing and submitting an 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.
- 5.5.4. Please refer to the HUB/CMBL Directory Instructions and HUB Vendor Reference Lists under the HUB/CMBL tab of this RFP to locate potential HUB Subcontractors.



5.6. Post-Contract Award

5.6.1. Notification of Subcontractors

Following Contract Award, the Successful Proposer shall provide notice to all subcontractors (HUBs and Non-HUBs) of their selection for the awarded Contract. The Successful Proposer 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. Proposers should refer to Section 4 of the HSP form for additional information about this requirement.

5.6.2. HSP Changes

Following Contract Award, any proposed changes to the HSP shall be submitted, in writing, by the Successful Proposer to the Texas Lottery for prior review and shall be approved by the Texas Lottery in writing before becoming effective under the Contract.

5.6.3. HSP Reporting

Following Contract Award, if the Successful Proposer is subcontracting, the Successful Proposer 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.



6. SCOPE OF SERVICES

This section defines the scope of the services to be performed by the Successful Proposer as part of this RFP for Internal Audit Services.

6.1. Background and General Information

- 6.1.1. The purpose of this RFP is to obtain Proposals from qualified Proposers to perform internal audit services. The Successful Proposer shall be responsible for conducting the Texas Lottery's internal audit program and performing all internal auditor duties in accordance with the Texas Internal Auditing Act (see Tex. Gov't Code Ann. Section 2102 included as Attachment K).

Section 2102.005 states:

A state agency shall conduct a program of internal auditing that includes:

1. An annual audit plan that is prepared using risk assessment techniques and that identifies the individual audits to be conducted during the year; and
2. Periodic audits of the agency's major systems and controls, including:
 - a. accounting systems and controls;
 - b. administrative systems and controls; and
 - c. electronic data processing systems and controls.

In conducting the internal auditing program, a state agency shall consider methods for ensuring compliance with contract processes and controls and for monitoring agency contracts.

- 6.1.2. The Texas Lottery's governing board is responsible for appointing an internal auditor and providing direction and approval for all internal audit activities. The Successful Proposer will report to the Texas Lottery's governing board for all internal audit matters. For Contract administrative purposes only, the Texas Lottery's Administration Director will serve as liaison to the Successful Proposer for the Contract and will relay contractual information to the Texas Lottery's governing board regarding services provided by the Successful Proposer.
- 6.1.3. There are statutory deadlines regarding internal audit activities and reports, and the due dates for some reports and activities provided by the Successful Proposer may be contingent on the board's meeting schedule. The Texas Lottery's governing board is required to hold at least six (6) regular meetings each year and may meet at other times at the call of the presiding officer or as provided by TLC rule.



- 6.1.4. The State Auditor's Office (SAO) has delegated authority to the Texas Lottery to employ a private auditor to provide internal audit services for Fiscal Year 2026. The Contract renewal periods are subject to subsequent SAO approval.

6.2. Internal Audit Standards to be Followed

The Successful Proposer shall perform all services under this Contract in accordance with the Standards for the Professional Practice of Internal Auditing, the Code of Ethics contained in the Professional Practices Framework as promulgated by the Institute of Internal Auditors, and generally accepted auditing standards. The Successful Proposer shall ensure that the Texas Lottery's audit program complies with the Texas Internal Auditing Act.

6.3. Deliverables

- 6.3.1. The Successful Proposer shall prepare an audit report and an audit plan for each Fiscal Year during the Contract Term. The Successful Proposer shall be prepared to present the report to the Texas Lottery's governing board on or before September 1 or at the next board meeting.
- 6.3.2. The chart below shows deliverables and due dates for the initial Contract Term.

Deliverables in Contract Year 1	Due Date
FY 2026 Annual Audit Plan	Within thirty (30) days of Contract execution
FY 2026 Implement Annual Audit Plan	See Section 6.6
FY 2027 Annual Audit Plan	Prior to Aug. 31, 2026 (date will be approved by the Texas Lottery)

6.4. Deliverables for Renewal Years

If the Texas Lottery renews the Contract, the Successful Proposer shall be required to submit an annual audit plan for the renewal period to the Texas Lottery's governing board before August 31 of the then-current Contract Term. All Contract renewals are subject to approval and delegation by the Texas State Auditor's Office.

Deliverables in Contract Renewal Years	Due Date
Renewal Year 1	
FY 2026 Annual Audit Report	Early Fall 2026 with the Texas Lottery governing board's approval before statutory deadline of Nov. 1
FY 2027 Implement Annual Audit Plan	See Section 6.6
FY 2028 Annual Audit Plan	Prior to Aug. 31, 2027 (date will be approved by the Texas Lottery)



Renewal Year 2	
FY 2027 Annual Audit Report	Early Fall 2027 with the Texas Lottery governing board's approval before statutory deadline of Nov. 1
FY 2028 Implement Annual Audit Plan	See Section 6.6
FY 2029 Annual Audit Plan	Prior to Aug. 31, 2028 (date will be approved by the Texas Lottery)
Renewal Year 3	
FY 2028 Annual Audit Report	Early Fall 2028 with the Texas Lottery governing board's approval before statutory deadline of Nov. 1
FY 2029 Implement Annual Audit Plan	See Section 6.6
FY 2030 Annual Audit Plan	Prior to Aug. 31, 2029 (date will be approved by the Texas Lottery)
Three Additional One-Month Renewals* (Section 3.14.3)	
FY 2029 Annual Audit Report	Early Fall 2029 with the Texas Lottery governing board's approval before statutory deadline of Nov. 1

*The Texas Lottery may elect to extend the Contract on a month-to-month basis for up to ninety (90) days to allow the Successful Proposer to finalize and submit the FY 2029 Annual Audit Report.

6.5. Development of the Annual Audit Plan

- 6.5.1. The Successful Proposer shall develop an annual audit plan that identifies individual audits to be conducted during the next Fiscal Year and submit the plan for approval by the Texas Lottery's governing board.

The annual audit plan shall be developed using risk assessment techniques to identify risk factors that affect the Texas Lottery's major systems and controls, including, but not limited to, accounting systems and controls, administrative systems and controls, and electronic data processing systems and controls, ensuring compliance with contract processes and controls and for monitoring agency contracts. The risk assessment shall also include the Texas Lottery's compliance with the requirements in Section 2102.013 of the Texas Internal Auditing Act, Texas Government Code (see Attachment K).

- 6.5.2. The Successful Proposer shall establish a methodology in the annual audit plan for assigning risk factors and weights and for prioritizing the audit work schedule.
- 6.5.3. The Successful Proposer shall interview the Texas Lottery Executive Director, Texas Lottery governing board, and other management as applicable for input on proposed projects or key processes to be included in the annual audit plan.



- 6.5.4. The Successful Proposer shall present the internal audit annual plan at a meeting of the Texas Lottery's governing board for approval. Within thirty (30) days of approval, the plan will be posted on the agency's website.

6.6. Implementation of the Annual Audit Plan

- 6.6.1. The Successful Proposer shall implement the approved annual audit plan. The Successful Proposer shall complete all activities in the annual audit plan for the current Fiscal Year and submit the final annual audit plan to the Texas Lottery's governing board no later than August 31.
- 6.6.2. The Successful Proposer shall perform the duties outlined in Section 2102.007 of the Texas Internal Auditing Act.
- a. Report directly to the Texas Lottery's governing board;
 - b. Develop an annual audit plan;
 - c. Conduct audits as specified in the audit plan and document deviations;
 - d. Prepare audit reports;
 - e. Conduct quality assurance reviews in accordance with professional standards as provided by Section 2102.011 and periodically take part in a comprehensive external peer review; and
 - f. Conduct economy and efficiency audits and program results audits as directed by the Texas Lottery's governing board.
 - g. The program of internal auditing conducted by the Texas Lottery must provide for the auditor to:
 - Have access to the Executive Director; and
 - Be free of all operational and management responsibilities that would impair the auditor's ability to review independently all aspects of the Texas Lottery's operation.

6.7. Reporting and Related Services

- 6.7.1. At the request of the Texas Lottery governing board, an individual Commissioner or Executive Management, the Successful Proposer shall provide periodic written updates on internal audits being conducted and internal audit services being provided to include any issues found so that appropriate corrective action can be taken.
- 6.7.2. The Successful Proposer shall conduct entrance, interim, and final audit meetings with the auditee (responsible director of each area audited) and Executive Management for each audit.
- 6.7.3. The Successful Proposer shall prepare a draft report of the results of each internal audit or other internal audit service completed. A draft audit report shall be provided to the



auditee and Executive Management for review and comment prior to the final report being issued.

- 6.7.4. The Successful Proposer shall obtain responses from Executive Management for each finding and observation presented in the draft report.
- 6.7.5. The Successful Proposer shall provide a final report of the results of each internal audit or other internal audit service completed to the Texas Lottery's governing board and Executive Management. Each final report will include an executive summary, scope, background, significant findings of risk exposures and/or control deficiencies, recommendations for correcting each significant finding, and management's response to findings. Each report will also include observations representing opportunities for the Texas Lottery to improve the effectiveness and efficiency of its operations in the audited or reviewed area, as applicable. Management responses may also be obtained for each observation.
- 6.7.6. The Successful Proposer shall report final results of each completed audit or internal audit service at a meeting of the Texas Lottery's governing board, as requested. In accordance with Tex. Gov't Code §2102.0091:
 - a. A state agency shall file with the division of the governor's office responsible for budget and policy, the state auditor, and the Legislative Budget Board a copy of each report submitted to the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board by the agency's internal auditor.
 - b. Each report shall be filed not later than the 30th day after the date the report is submitted to the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board.
 - c. In addition to the requirements of Subsection (a), a state agency shall file with the division of the governor's office responsible for budget and policy, the state auditor, and the Legislative Budget Board any action plan or other response issued by the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board in response to the report of the state agency's internal auditor.
 - d. If the state agency does not file the report as required by this section, the Legislative Budget Board or the division of the governor's office responsible for budget and policy may take appropriate action to compel the filing of the report.
- 6.7.7. At the Texas Lottery's request, the Successful Proposer shall follow up and monitor the Texas Lottery's corrective and preventative action plans to resolve findings and observations from internal audits and/or other internal audit services.



6.8. Annual Audit Reports

The Successful Proposer shall develop and submit the internal audit annual report for approval by the Texas Lottery's governing board. The Successful Proposer shall submit the approved internal audit annual report to the Governor, the Legislative Budget Board, the State Auditor's Office, and the Texas Lottery's governing board and Executive Director. The internal audit annual report shall be prepared in accordance with the State Auditor's Office's Guidelines for Submitting and Posting the Internal Audit Annual Report and Periodic Internal Audit Reports.

6.9. EthicsPoint and State Auditor's Hotline

- 6.9.1. The Successful Proposer shall manage EthicsPoint, an Internet and telephone-based reporting system that can be accessed by Texas Lottery employees. This system is intended to supplement the existing avenues within the agency for employees to report concerns. The EthicsPoint system is provided by a third-party vendor, Navex Global. The vendor provides round-the-clock monitoring, intake and distribution of reports. The system directly routes any reports to the Internal Auditor unless the concerns relate to any member of the internal audit function or any member of the Texas Lottery governing board. The Successful Proposer shall review reports submitted through EthicsPoint and consult with the Executive Director or Texas Lottery governing board, as appropriate, for any further action to be taken. The Texas Lottery may choose to utilize another Internet and telephone-based reporting system in the future,
- 6.9.2. The State Auditor's Office may coordinate investigative work with the TLC's Internal Auditor depending on the type of fraud complaints received by the State Auditor's Hotline. The Successful Proposer shall review reports submitted through the State Auditor's Hotline and consult with the Executive Director or Texas Lottery governing board, as appropriate, for any further action to be taken.

6.10. Additional Audit Reports

The Successful Proposer shall perform special audits and requests, outside the scope of the approved annual audit plan, as directed by the Texas Lottery's governing board or Executive Management at the hourly rates in the Contract. The Successful Proposer shall provide an audit plan with the estimate of hours for each special audit or request. Reporting requirements under Section 6.7 apply.



ATTACHMENT A PROPOSER'S COMMITMENT

I hereby commit _____

(Company Name)

to provide the goods and services described in the attached Proposal for Internal Audit Services required by the Request for Proposals for the Texas Lottery Commission.

Signature: _____

Title: _____

Date: _____



ATTACHMENT B FINANCIAL COMMITMENT AND RESPONSIBILITY

This financial commitment and responsibility statement is to be completed by the parent corporation's chief financial officer.

_____ is a fully-owned subsidiary of

(Subject)

_____ and that as such _____

(Parent)

(Parent)

is fully responsible for any and all financial obligations of

_____.

(Subject)

Signature: _____

Title: _____

Date: _____



ATTACHMENT C
HUB SUBCONTRACTING PLAN



HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 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.

Rev. 2/17

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:

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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/tpasscmbldsearch/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 C-1
HSP QUICK CHECK LIST**



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you 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 C-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: _____
Point-of-Contact: _____
E-mail Address: _____

State of Texas VID #: _____
Phone #: _____
Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
Point-of-Contact: _____
Requisition #: _____

Phone #: _____
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 D
TEXAS 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 malt beverage retailer's permit, mixed beverage permit, mixed beverage permit with a retailer late hours certificate, private club registration permit, or private club registration permit with a retailer late hours certificate issued under Chapter [25](#), [28](#), [29](#), or [32](#), Alcoholic Beverage Code, other than a location for which a person holds a wine and



malt beverage retailer's permit issued under Chapter [25](#), Alcoholic Beverage Code, that derives less than 30 percent of the location's gross receipts from the sale or service of alcoholic beverages; 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 (S.B. [37](#)), Sec. 6, eff. June 7, 2019; Acts 2019, 86th Leg., R.S., Ch. 1359 (H.B. [1545](#)), Sec. 391, eff. September 1, 2021.



ATTACHMENT D-1 BACKGROUND INFORMATION CERTIFICATION

Texas Government Code §466.155

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

(Company Name)

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

(signature of person authorized to contractually bind the Proposer)

(printed name)

(title)

(date)



ATTACHMENT E TEXAS LOTTERY COMMISSION VENDOR BACKGROUND INVESTIGATION FORM

NOTE: This form is to be completed by the Apparent Successful Proposer, including the parent or subsidiary of the Apparent Successful Proposer.

GENERAL INFORMATION

- The Texas Lottery is authorized to obtain criminal history records from the Texas Department of Public Safety, the Federal Bureau of Investigation or any other law enforcement agency.
- This form is open to public inspection during normal business hours as required by the Texas Public Information Act, Tex. Gov't. Code §552.021.
- **For Assistance**, please call the Enforcement Division of the Texas Lottery at 512-344-5000.

SALES AGENT ELIGIBILITY STANDARDS

Section 466.103 of the Texas Government Code states that the Executive Director may not award a Contract to a person who would be denied a license as a sales agent under §466.155 of the Texas Government Code. An individual is not eligible for a sales license if:

- a. The individual or the individual's spouse has been convicted of a felony, criminal fraud, gambling or a gambling-related offense or a misdemeanor involving moral turpitude and less than 10 years have passed since the end of the sentence, parole, mandatory supervision or probation served for the conviction.
- b. The individual or the individual's spouse is a professional gambler.
- c. The individual's spouse is currently delinquent in the payment of any state tax.
- d. The individual is an officer or employee of the Texas Lottery Commission or a lottery operator.
- e. The individual's spouse, child, brother, sister or parent (1) lives in the same principal place of residence as the individual and (2) is an officer or employee of the Texas Lottery Commission or a lottery operator.
- f. The individual is delinquent in the payment of a tax or other money collected by the Texas Comptroller of Public Accounts, the Texas Workforce Commission, or the Texas Alcoholic Beverage Commission.

An entity is not eligible for a sales license if the entity includes any of the following individuals who would be ineligible for a sales license under item a, b, c, d or e above:

- An officer or director of the entity;
- An individual who holds more than 10 percent of the stock in the entity;
- An individual who holds an equitable interest greater than 10 percent in the entity;
- The creditor of the entity who holds more than 10 percent of the entity's outstanding debt;
- The owner or lessee of a business conducted by the entity or through which the entity will conduct a ticket sales agency;
- An individual who shares or will share in the profits, other than stock dividends, of the entity; or
- An individual who participates in managing the affairs of the entity.

An applicant is not eligible for a sales license if the proposed ticket sales location is:



- A location licensed for games of bingo, or
- On land that is owned by:
 - This state, or
 - On which is located a public primary or secondary school, an institution of higher education, or an agency of the state.

By signing below, I certify that the information provided on this form is correct to the best of my knowledge and [company name] is not ineligible for a sales license under the eligibility standards described above. I understand that providing false or incomplete information may be grounds for termination of any contract. [company name] has read and agrees to abide by the requirements of §466.155 of the Texas Government Code. I understand that owners /officers /partners /directors, as designated by the Texas Lottery, must furnish a complete legible set of fingerprints, and that failure to do so will result in the termination of any contract. The Texas Lottery is authorized to obtain criminal history records.

Sign

here

Signature of person
authorized to contractually bind Proposer

Title

Date

Corporation or Legal Business Name



**ATTACHMENT E-1
VENDOR BACKGROUND INVESTIGATION
CERTIFIED LIST OF VENDOR PRINCIPALS**

NOTE: This form is to be completed by the Apparent Successful Proposer, including the parent or subsidiary of the Apparent Successful Proposer.

The following is a list of vendor principals for _____ [*company name*] _____ as defined by Tex. Gov't Code §466.155 (attach additional sheets if necessary).

Name	Title

(signature of person authorized to contractually bind the Proposer)

(title)

(printed name)

(date)



**ATTACHMENT E-2
VENDOR BACKGROUND INVESTIGATION
CERTIFIED LIST OF CONTRACTUALLY DEFINED VENDOR
PRINCIPALS**

NOTE: This form is to be completed by the Apparent Successful Proposer, including the parent or subsidiary of the Apparent Successful Proposer.

The following is a list of vendor principals for _____ [company name] _____ who will be directly involved in selling or leasing the goods or performing the services that are the subject of the Contract with the Texas Lottery. This includes any oversight function performed by the vendor principal(s). These individuals also must meet eligibility requirements under Tex. Gov't Code §466.155.

(The contractually defined vendor principals noted below should also appear on *Attachment E-1 Certified List of Vendor Principals*.)

Name	Title

(signature of person authorized to contractually bind the Proposer) (title)

(printed name) (date)



ATTACHMENT E-3

VENDOR EMPLOYEE BACKGROUND INVESTIGATION LIST

NOTE: This form is to be completed by the Apparent Successful Proposer and shall include any principals, employees, and Subcontractor Personnel who meet the criteria defined below.

The following is a list of vendor employees for _____ [company name] _____.

Include on the list below all principals, employees, and Subcontractor Personnel who meet the following criteria and will perform the services or provide the goods identified in this RFP:

- perform services that may impact the security and integrity of the core gaming business as determined by the Texas Lottery;
- provide audit, financial, legal, or compliance services;
- provide goods and/or services that control or monitor access to Texas Lottery premises;
- have unescorted access to Texas Lottery premises;
- have direct access to Texas Lottery information systems.

Name	Title

(signature of person authorized to contractually bind the Proposer) (title)

(printed name) (date)



ATTACHMENT E-4

CONSENT TO BACKGROUND INVESTIGATION AND RELEASE OF PERSONAL INFORMATION

NOTE: **This form is to be completed by the Apparent Successful Proposer.** A separate Consent to Background Investigation and Release of Personal Information form must be completed for each person listed on *Attachment E-2* and *Attachment E-3*. The Texas Lottery may request this form for all Vendor Principals identified on *Attachment E-1 Certified List of Vendor Principals*.

All persons contracting with the Texas Lottery Commission must meet the requirements of Tex. Gov't Code §466.155. Print or type all information in blue or black ink.

Vendor Principal - ☐ Vendor Employee/Subcontractor Employee - ☐

Company Name

Name _____
Last First Middle
Other Names Used _____ Phone # _____
(Maiden, Nicknames, Previous Married Names, etc.)
Alternate Phone # _____
Place of Birth: _____ Social Security No.: _____ Country of Citizenship _____
Driver's License # _____ State _____ Type _____
DOB: _____ Race _____ Sex _____ Ethnicity _____
Height _____ Weight _____ Eye Color _____ Hair Color _____
Scars, Marks, Tattoos, Amputations: _____
Current Address: _____
City _____ State/Country: _____ Zip code: _____

I understand and agree that:

The Texas Lottery Commission shall conduct an investigation of my personal background to include criminal history record information maintained by the Department of Public Safety, the Federal Bureau of Investigation, Identification Division, or any other law enforcement agency. The Executive Director may request that I provide a complete set of legible fingerprints and I further understand that I may be precluded from providing services for the Texas Lottery Commission for failing to provide such fingerprints on request.

I hereby give my voluntary consent to any investigation or any other inquiry into information described above. Further, I hereby consent to the release of any information including academic records to the Texas Lottery Commission, Enforcement Division, or persons conducting an investigation or inquiry on their behalf. I understand that certain information obtained through this investigation or inquiry may preclude me from providing services for the Texas Lottery Commission.

I further hold harmless and release the Texas Lottery Commission, its agents, officers or employees, from any and all liability for this investigation or inquiry, and any action taken as result of information obtained through the investigation or inquiry. I further hold harmless and release any person providing information in good faith to the Texas Lottery Commission or to any person conducting an investigation or inquiry on their behalf.

I further understand that any person or employee who intentionally, knowingly, recklessly, or with criminal negligence makes a material incorrect or deceptive oral or written statement to a person conducting an investigation commits a misdemeanor.

Signature _____

Date _____



ATTACHMENT F SAMPLE PERFORMANCE BOND

Bond No. _____

[company name, address], as Principal, and [surety company], a corporation licensed to do business in the State of Texas and admitted to write bonds, as Surety, are held and firmly bound unto the Texas Lottery Commission, P.O. Box 16630, Austin, Texas 78761-6630, as Oblige, in the full sum of [written amount] Dollars (\$) for the payment of which said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Contract with Oblige dated the ____ day of _____, _____, for [type of services], which Contract is hereby referred to, as if fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if during the term of the Contract (or annual bond), the Principal shall faithfully perform such Contract, or shall indemnify and save harmless the Oblige from all cost and damage by reason of Principal's failure to do so, then this obligation shall be null and void, otherwise it shall remain in full force and effect.
(If annual bond, add this paragraph.)

The term of this obligation is for the period commencing on _____ and expiring at 12:00 a.m. on _____. This bond may be renewed on an annual basis at the option of the Surety. If the Surety does not choose to renew this obligation, it will so notify the Oblige and Principal not later than 30 days prior to its expiration.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

(seal)	Principal:	_____
	By:	_____
	Surety:	_____
(seal)	By:	_____
		Attorney-in-Fact



ATTACHMENT G SCORING MATRIX

Internal Audit Services RFP	Possible Points	% of Total	Points Awarded
The Proposer's price to provide the goods or services.	300	30%	
Cost Proposal Subtotal	300	30%	
The probable quality of the offered goods and/or services.	300	30%	
The agency's evaluation of the likelihood of the Proposal to produce the desired outcome for the agency, considering:			
The quality of the Proposer's past performance in contracting with the Texas Lottery Commission, with other state entities, or with private sector entities.	175	17.5%	
The qualifications of the Proposer's personnel.	100	10%	
The experience of the Proposer in providing the requested goods or services.	125	12.5%	
The financial status of the Proposer.	Pass/Fail	n/a	
Whether the Proposer performed the good faith effort required by the HUB subcontracting plan.	Pass/Fail	n/a	
Technical Proposal Subtotal	700	70%	
TOTAL	1000	100%	

The following formula will be used in scoring cost proposals:

$$\text{Lowest Cost Proposal Amount} / \text{Other Cost Proposal Amount} = \% \text{ of total points available for the Cost Proposal.}$$



ATTACHMENT H COST PROPOSAL

Proposer's Name

NOTE TO ALL PROSPECTIVE PROPOSERS: THE COST PROPOSAL SHALL BE SUBMITTED IN A SEPARATE PDF CLEARLY NAMED AS SUCH. ALL PROPOSERS SHALL COMPLETE THE COST PROPOSAL IN THE FORMAT PROVIDED FOR THE SERVICES STATED IN THE RFP.

TLC WILL NOT PAY FOR ANY CHARGES OR OTHER ITEMS NOT INCLUDED IN THE COST PROPOSAL. FEES SHALL INCLUDE ALL DIRECT AND INDIRECT CONTRACT COSTS, INCLUDING BUT NOT LIMITED TO, TRAVEL, STAFFING, SALARIES, OVERHEAD, GENERAL AND ADMINISTRATIVE EXPENSES, DOCUMENTATION AND REPORTS, ALL EQUIPMENT AND SUPPLIES, PARKING, TRAINING, REQUIRED BONDS AND INSURANCE, AND PROFIT.

Please note: The Texas Lottery will not pay travel time or separately reimburse any travel expenses, overnight stays, or per diem for, or resulting from, travel to and from Austin, Texas. For any travel request outside of Austin, Texas, deemed reasonable and necessary by the Texas Lottery, the Texas Lottery will reimburse the Successful Proposer in accordance with the Texas State Travel Guidelines. All travel requests shall be pre-approved by the Texas Lottery.

Directions: - Complete all boxes below. Note: All columns below shall be completed for each project member assigned to this project.

Title (Use Proposer's working title for this position (i.e. Partner, Audit Manager, Senior Auditor, Staff Auditor, Junior Staff Auditor, IT Auditor, etc.)	Individual's Name (List individual's name assigned to the account (See Section 4.2, currently unassigned list TBD)	Hourly Rate (List each billable hour rate by title)

(signature of person authorized to contractually bind the Proposer)

(printed name)

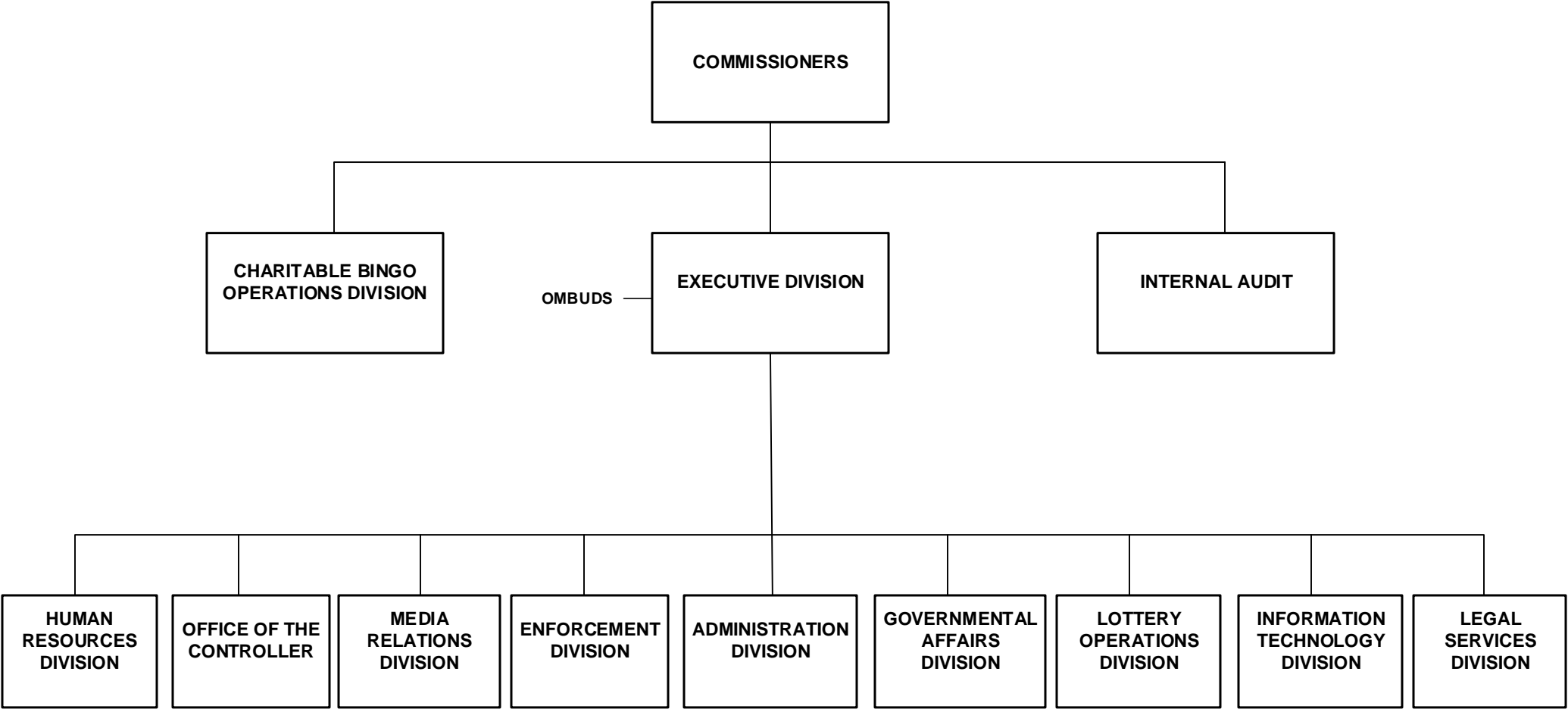
(title)

(date)

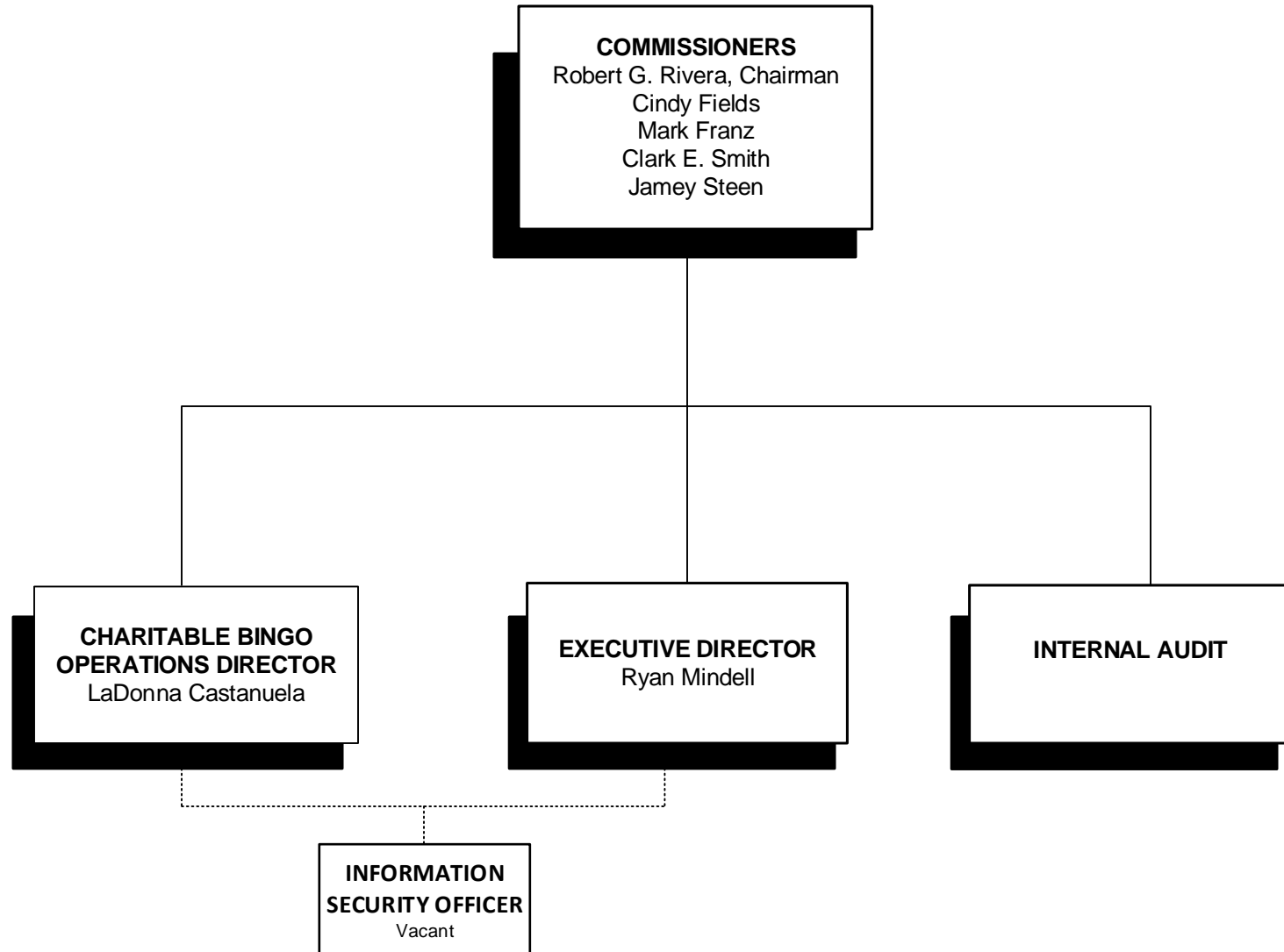


ATTACHMENT I
TEXAS LOTTERY ORGANIZATIONAL CHART

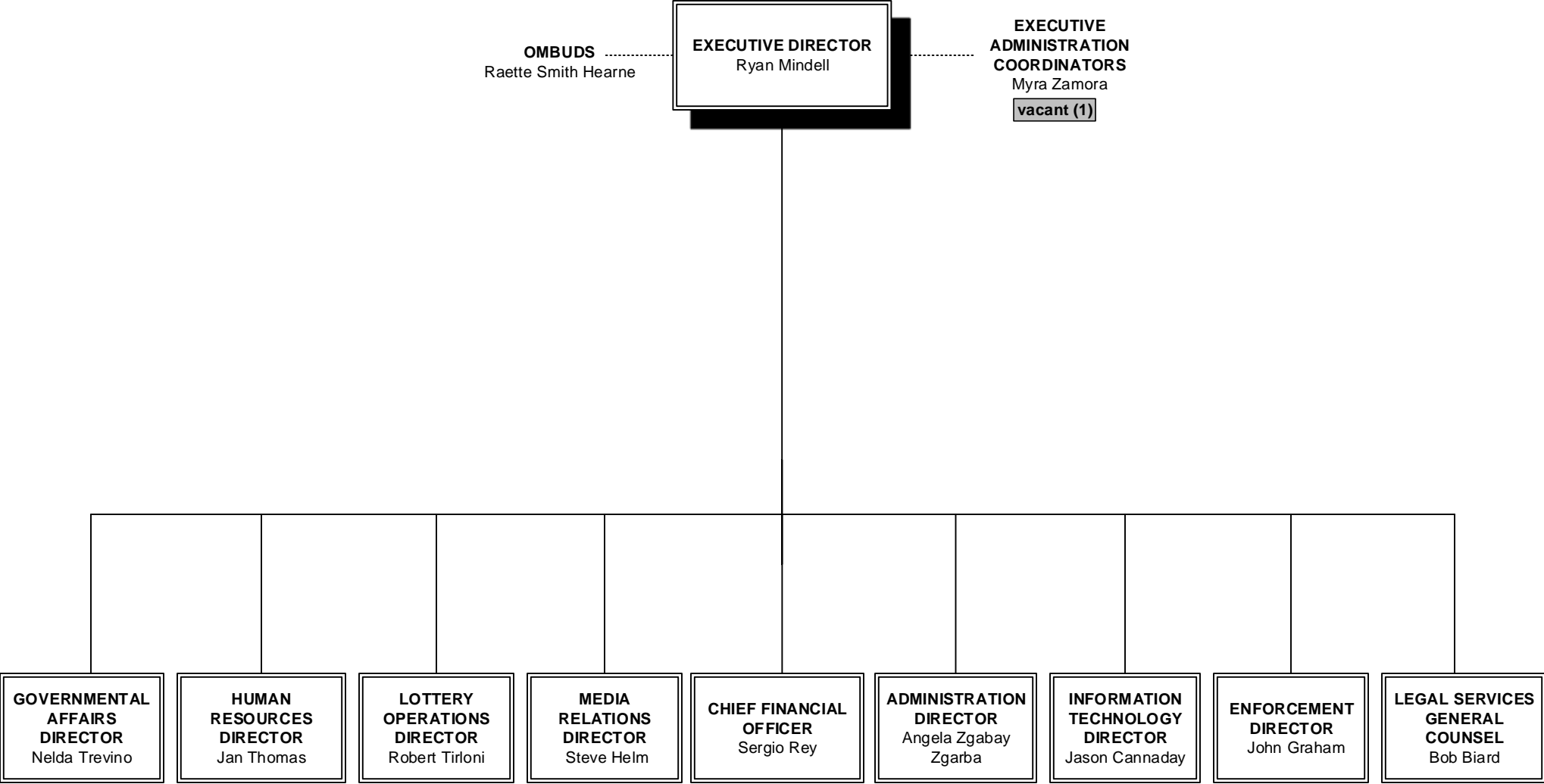
TEXAS LOTTERY COMMISSION ORGANIZATIONAL STRUCTURE



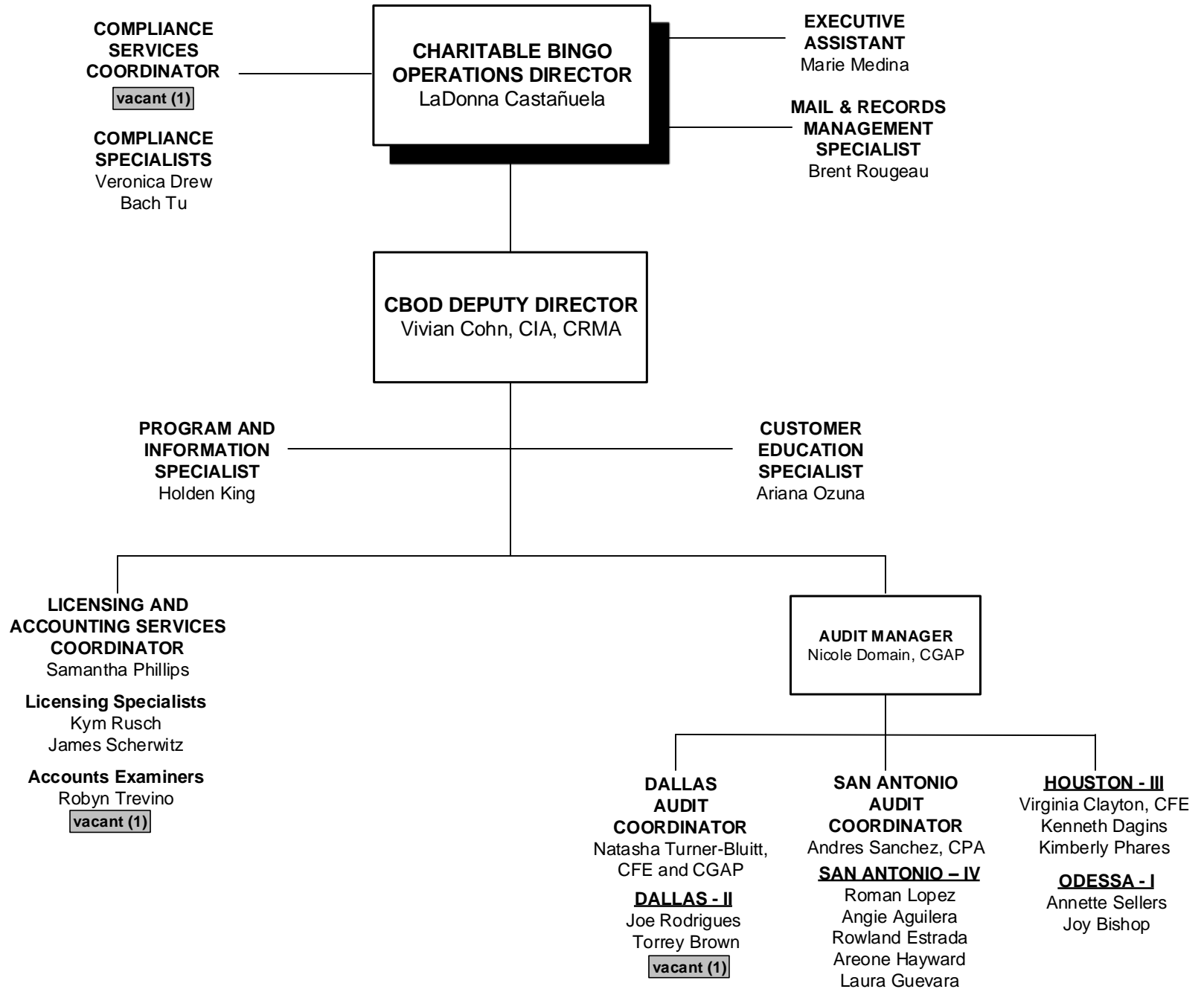
TEXAS LOTTERY COMMISSION
Commissioner Reports



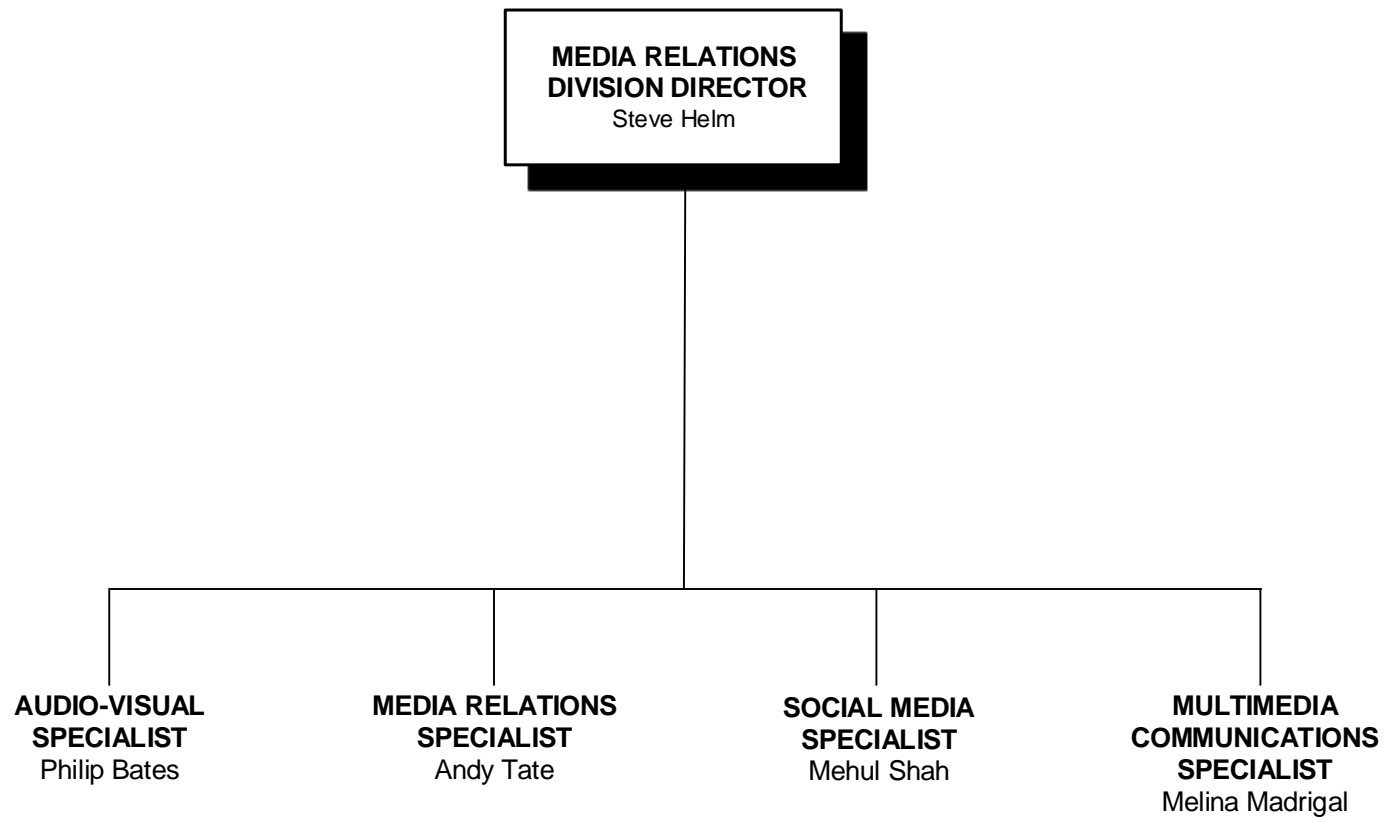
TEXAS LOTTERY COMMISSION
Executive Division Reports



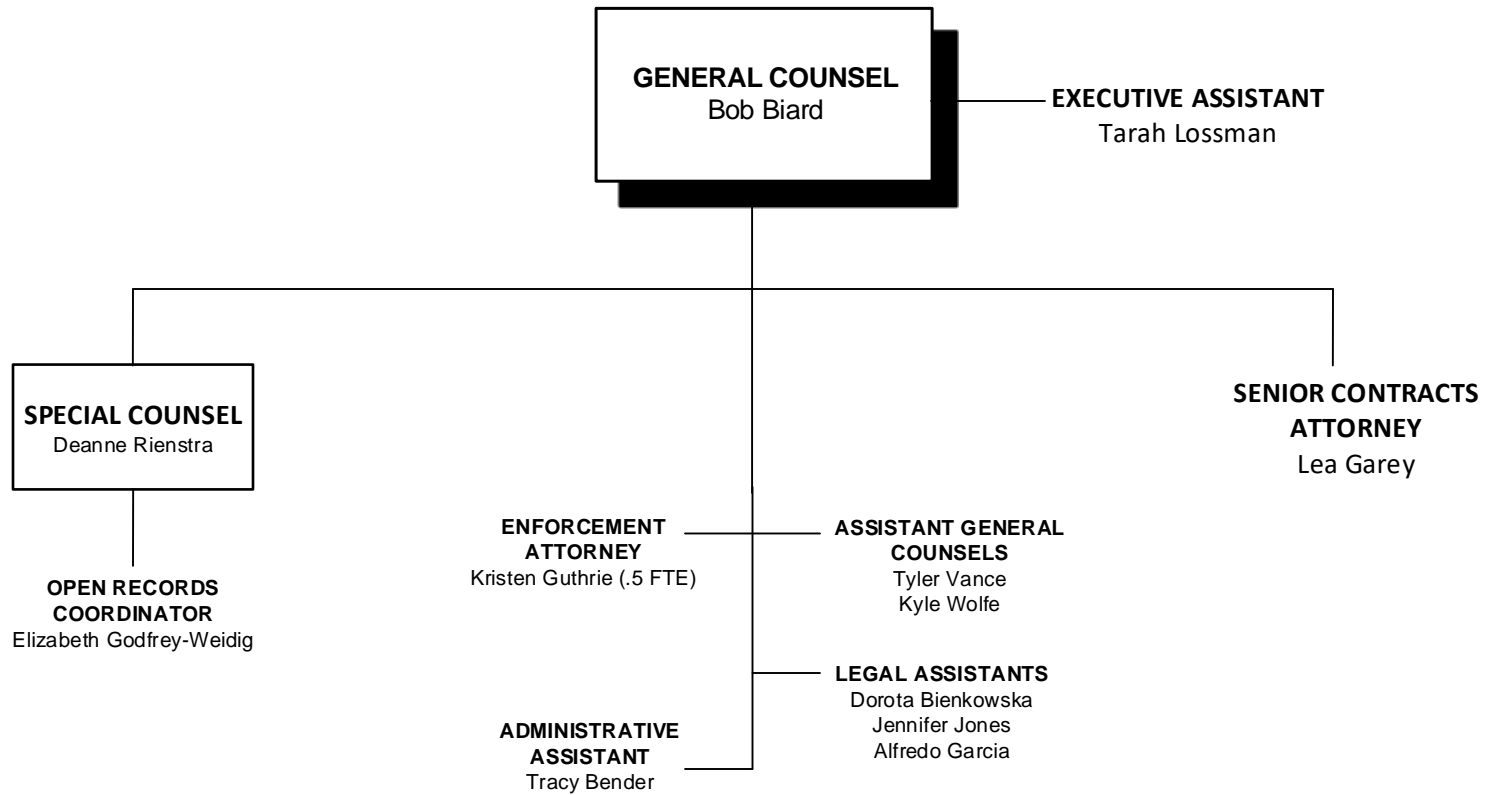
TEXAS LOTTERY COMMISSION
Charitable Bingo Operations Division



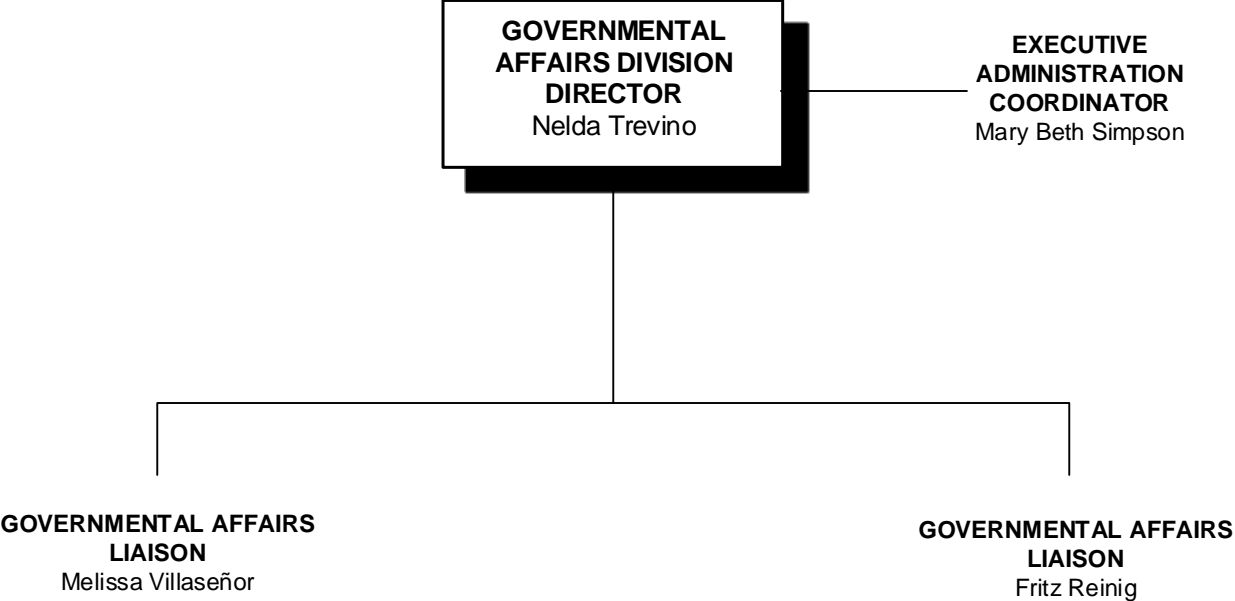
TEXAS LOTTERY COMMISSION
Media Relations Division



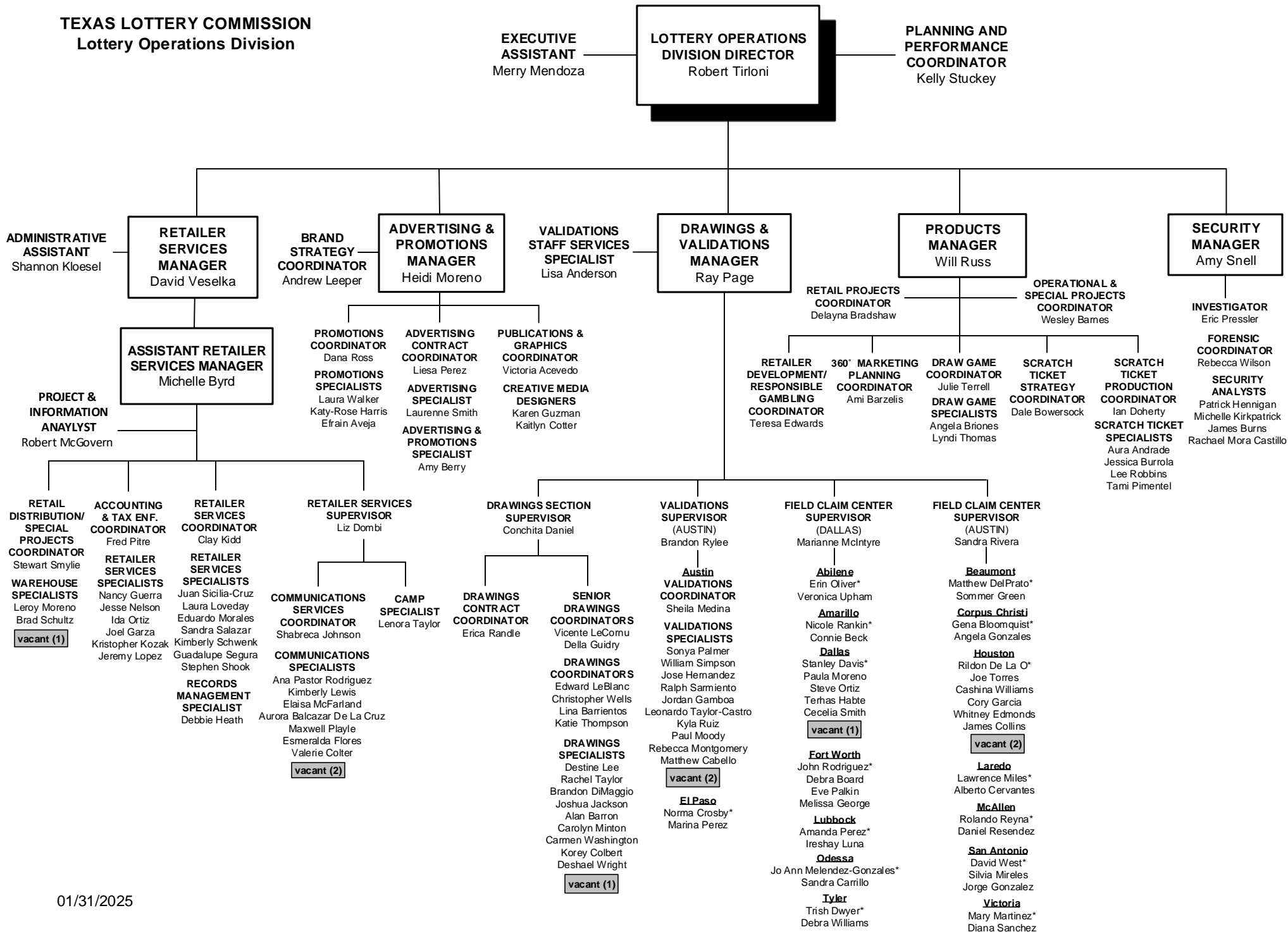
TEXAS LOTTERY COMMISSION
Legal Services Division



TEXAS LOTTERY COMMISSION
Governmental Affairs Division

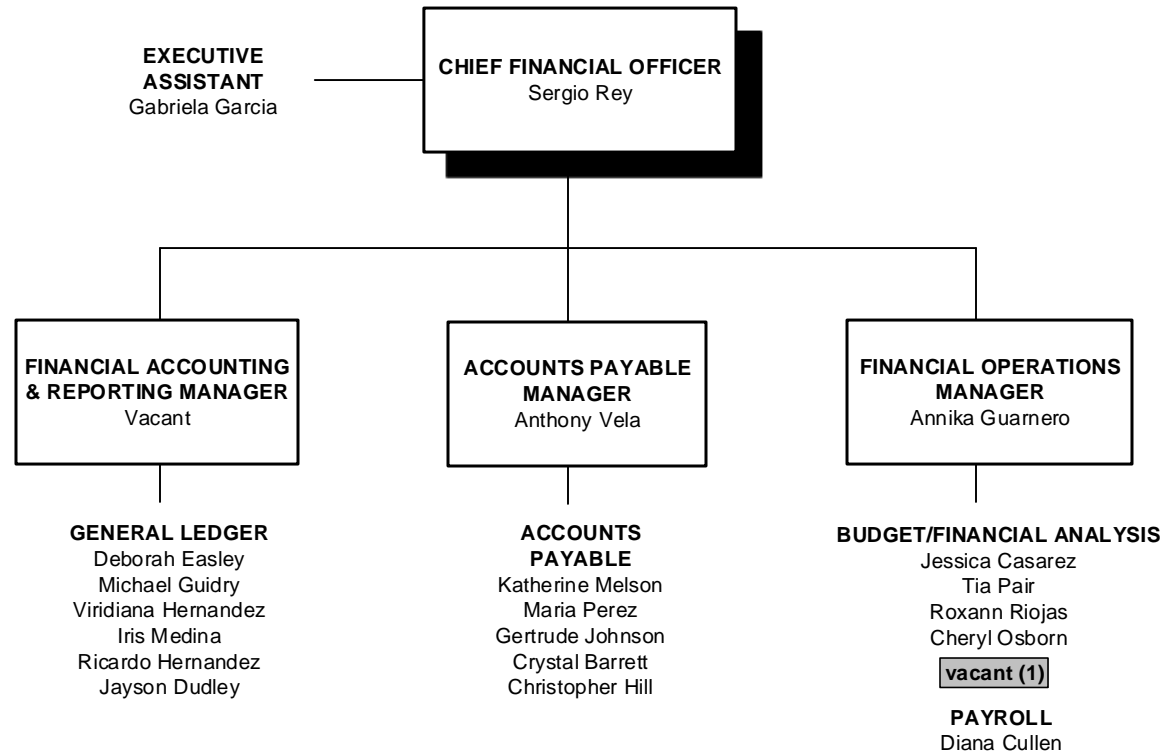


TEXAS LOTTERY COMMISSION
Lottery Operations Division

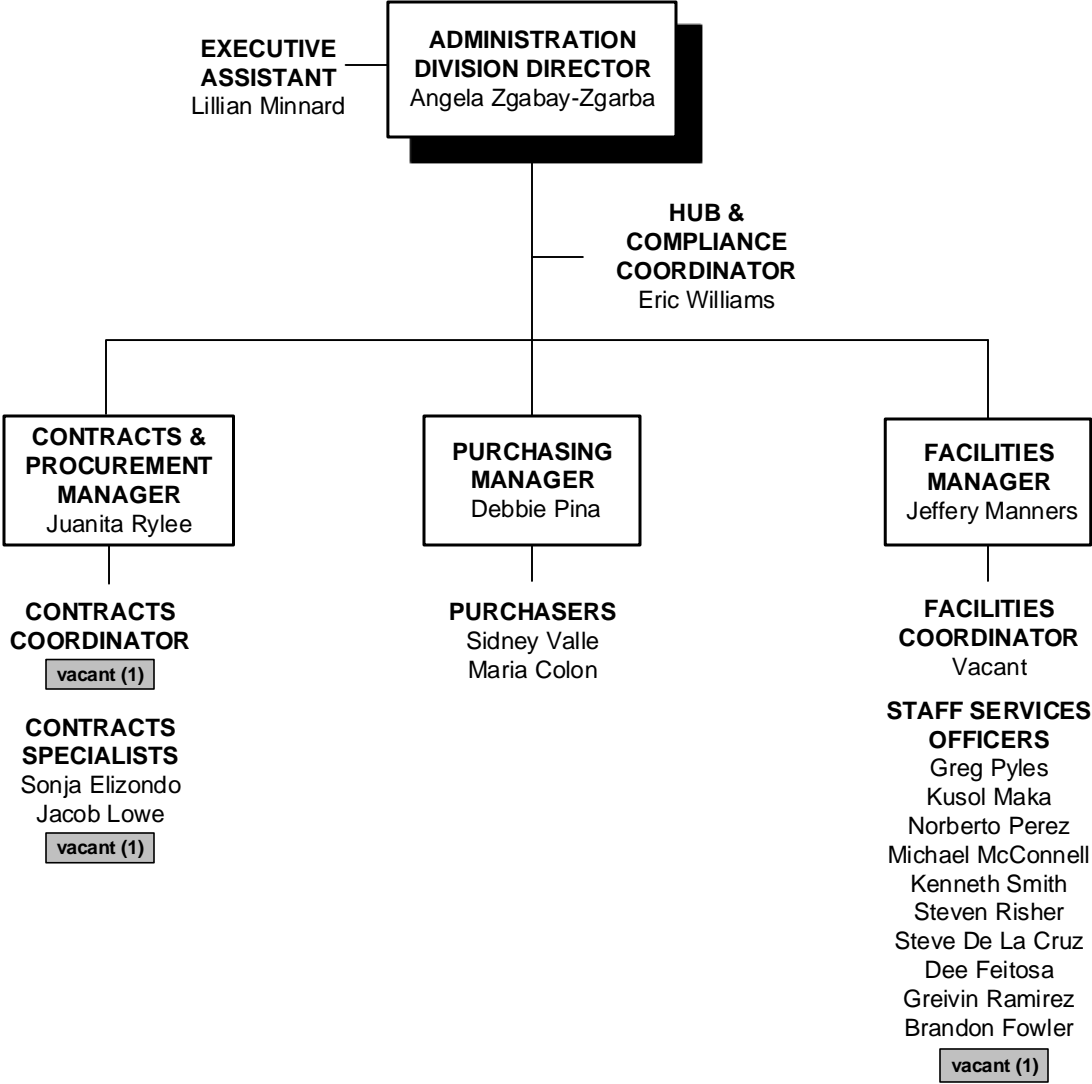


*Claim Center Coordinators

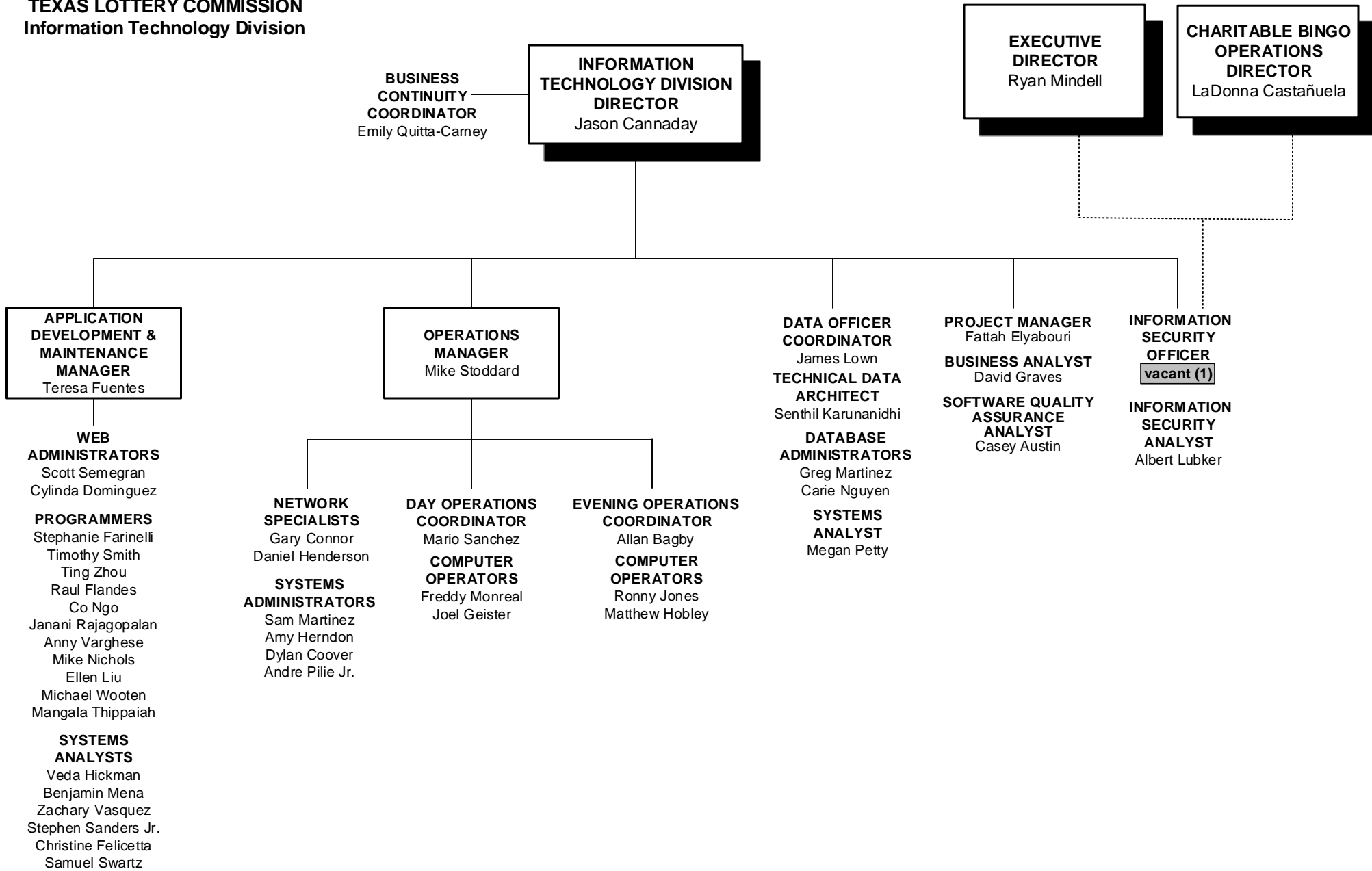
TEXAS LOTTERY COMMISSION
Office of the Controller



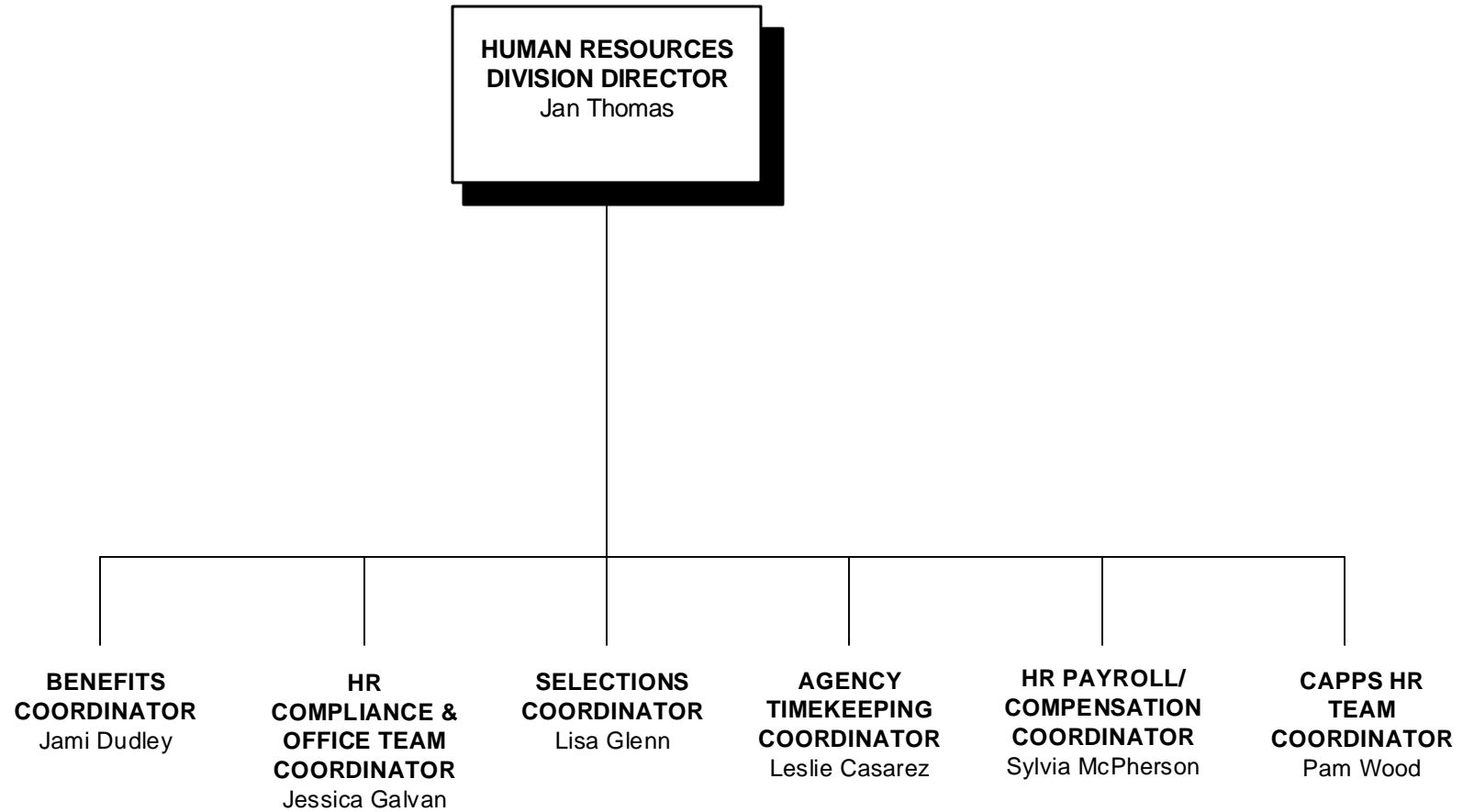
TEXAS LOTTERY COMMISSION
Administration Division



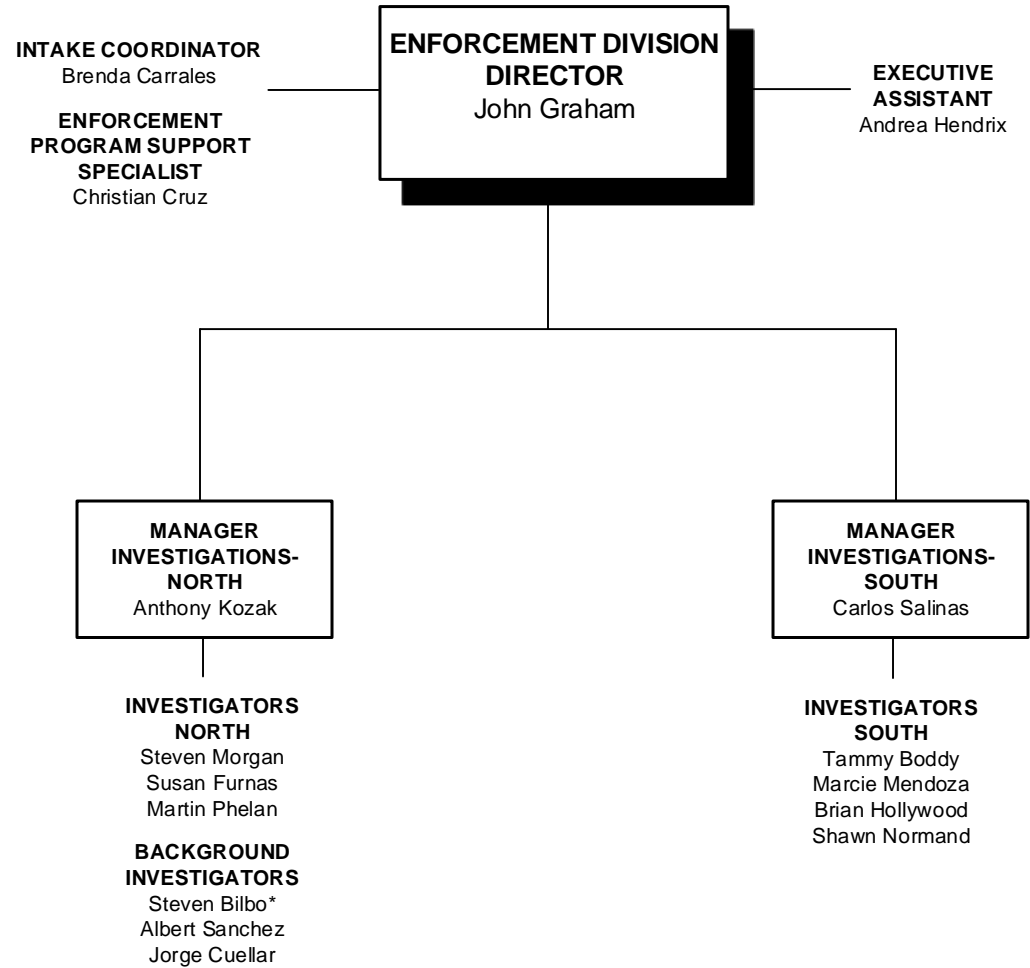
TEXAS LOTTERY COMMISSION
Information Technology Division



TEXAS LOTTERY COMMISSION
Human Resources Division



TEXAS LOTTERY COMMISSION
Enforcement Division



*Team Lead



ATTACHMENT J
TEXAS GOVERNMENT CODE
CHAPTER 552
SUBCHAPTER J.
ADDITIONAL PROVISIONS RELATED TO CONTRACTING
INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by subsection (b).

(d) Notwithstanding section 552.301:

(1) a request for an attorney general's decision under section 552.301(b) to determine whether contracting information subject to a written request described by subsection (b) falls within an exception to disclosure under this chapter is considered

timely if made not later than the 13th business day after the date the governmental body receives the written request described by subsection (b);

(2) the statement and copy described by section 552.301(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by subsection (b);

(3) a submission described by section 552.301(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by subsection (b); and

(4) a copy described by section 552.301(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by subsection (b).

(e) Section 552.302 does not apply to information described by subsection (b) if the governmental body:

(1) complies with the requirements of subsection (c) in a good faith effort to obtain the information from the contracting entity;



(2) is unable to meet a deadline described by subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by sections 552.301(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under section 552.301 regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by section 552.371 must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless section 552.374(c) applies, a bid for a contract described by section 552.371 and the contract must include the following statement: "the requirements of subchapter j, chapter 552, government code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by section 552.371 or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER.

A governmental body that is the party to a contract described by Section 552.371 shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless section 552.374(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.



Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE.

(a) Subject to subsection (c), a governmental body may terminate a contract described by section 552.371 if:

(1) the governmental body provides notice under Section 552.373 to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by section 552.373;

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Acts of May 23, 2019, R.S., ch. 1216, §1, 2019 *Vernon's Texas Session Law Service*, effective January 1, 2020.



ATTACHMENT K TEXAS INTERNAL AUDITING ACT

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE C. STATE ACCOUNTING, FISCAL MANAGEMENT, AND PRODUCTIVITY

CHAPTER 2102. INTERNAL AUDITING

Sec. 2102.001. SHORT TITLE. This chapter may be cited as the Texas Internal Auditing Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2102.002. PURPOSE. The purpose of this chapter is to establish guidelines for a program of internal auditing to assist agency administrators and governing boards by furnishing independent analyses, appraisals, and recommendations about the adequacy and effectiveness of a state agency's systems of internal control policies and procedures and the quality of performance in carrying out assigned responsibilities. Internal auditing is defined as an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 380, Sec. 1, eff. Sept. 1, 2003.



Sec. 2102.003. DEFINITIONS. In this chapter:

(1) "Administrator" means the executive head of a state agency.

(2) "Assurance services" means an examination of evidence for the purpose of providing an independent assessment of risk management, control, or governance processes for an organization. Assurance services include audits as defined in this section.

(3) "Audit" means:

(A) a financial audit described by Section [321.0131](#);

(B) a compliance audit described by Section [321.0132](#);

(C) an economy and efficiency audit described by Section [321.0133](#);

(D) an effectiveness audit described by Section [321.0134](#); or

(E) an investigation described by Section [321.0136](#).

(4) "Consulting services" means advisory and related client service activities, the nature and scope of which are agreed upon with the client and are intended to add value and improve an organization's operations. Consulting services include counsel, advice, facilitation, and training.

(5) "State agency" means a department, board, bureau, institution, commission, or other agency in the executive branch of state government.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 1122, Sec. 11, eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 380, Sec. 2, eff. Sept. 1, 2003.



Sec. 2102.004. APPLICABILITY. (a) Sections 2102.005-2102.012 apply only to a state agency that:

- (1) has an annual operating budget that exceeds \$10 million;
- (2) has more than 100 full-time equivalent employees as authorized by the General Appropriations Act; or
- (3) receives and processes more than \$10 million in cash in a fiscal year.

(b) Sections [2102.013](#) and [2102.014](#) apply to each state agency that receives an appropriation and that is not described by Subsection (a).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 804, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 291, Sec. 1, eff. June 18, 2003.

Sec. 2102.005. INTERNAL AUDITING REQUIRED. (a) A state agency shall conduct a program of internal auditing that includes:

- (1) an annual audit plan that is prepared using risk assessment techniques and that identifies the individual audits to be conducted during the year; and
- (2) periodic audits of the agency's major systems and controls, including:
 - (A) accounting systems and controls;
 - (B) administrative systems and controls; and
 - (C) electronic data processing systems and controls.

(b) In conducting the internal auditing program under Subsection (a), a state agency shall consider methods for ensuring compliance with contract processes and controls and for monitoring agency contracts.



Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 1122, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 953 (S.B. [65](#)), Sec. 14, eff. September 1, 2019.

Sec. 2102.006. INTERNAL AUDITOR; STAFF. (a) The governing board of a state agency or the administrator of a state agency that does not have a governing board shall appoint an internal auditor.

(b) An internal auditor must:

(1) be a certified public accountant or a certified internal auditor; and

(2) have at least three years of auditing experience.

(c) The state agency shall employ additional professional and support staff the administrator determines necessary to implement an effective program of internal auditing.

(d) The governing board of a state agency, or the administrator of a state agency if the state agency does not have a governing board, shall periodically review the resources dedicated to the internal audit program and determine if adequate resources exist to ensure that risks identified in the annual risk assessment are adequately covered within a reasonable time frame.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 804, Sec. 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 380, Sec. 3, eff. Sept. 1, 2003.

Sec. 2102.007. DUTIES OF INTERNAL AUDITOR. (a) The internal auditor shall:



(1) report directly to the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board;

(2) develop an annual audit plan;

(3) conduct audits as specified in the audit plan and document deviations;

(4) prepare audit reports;

(5) conduct quality assurance reviews in accordance with professional standards as provided by Section [2102.011](#) and periodically take part in a comprehensive external peer review; and

(6) conduct economy and efficiency audits and program results audits as directed by the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board.

(b) The program of internal auditing conducted by a state agency must provide for the auditor to:

(1) have access to the administrator; and

(2) be free of all operational and management responsibilities that would impair the auditor's ability to review independently all aspects of the state agency's operation.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 804, Sec. 3, eff. Sept. 1, 2001.

Sec. 2102.008. APPROVAL OF AUDIT PLAN AND AUDIT REPORT. The annual audit plan developed by the internal auditor must be approved by the state agency's governing board or by the administrator of a state agency if the state agency does not have a governing board. Audit reports must be reviewed by the state agency's governing board and the administrator.



Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 804, Sec. 4, eff. Sept. 1, 2001.

Sec. 2102.009. ANNUAL REPORT. The internal auditor shall prepare an annual report and submit the report before November 1 of each year to the governor, the Legislative Budget Board, the state auditor, the state agency's governing board, and the administrator. The state auditor shall prescribe the form and content of the report, subject to the approval of the legislative audit committee.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 1122, Sec. 13, eff. Sept. 1, 1997.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 573 (S.B. [241](#)), Sec. 1.18, eff. September 1, 2019.

Sec. 2102.0091. REPORTS OF PERIODIC AUDITS. (a) A state agency shall file with the division of the governor's office responsible for budget and policy, the state auditor, and the Legislative Budget Board a copy of each report submitted to the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board by the agency's internal auditor.

(b) Each report shall be filed not later than the 30th day after the date the report is submitted to the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board.

(c) In addition to the requirements of Subsection (a), a state agency shall file with the division of the governor's



office responsible for budget and policy, the state auditor, and the Legislative Budget Board any action plan or other response issued by the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board in response to the report of the state agency's internal auditor.

(d) If the state agency does not file the report as required by this section, the Legislative Budget Board or the division of the governor's office responsible for budget and policy may take appropriate action to compel the filing of the report.

Added by Acts 1999, 76th Leg., ch. 281, Sec. 7, eff. Sept. 1, 1999. Amended by Acts 2001, 77th Leg., ch. 804, Sec. 4, eff. Sept. 1, 2001.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1312 (S.B. [59](#)), Sec. 50, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 573 (S.B. [241](#)), Sec. 1.19, eff. September 1, 2019.

Sec. 2102.010. CONSULTATIONS. An internal auditor may consult the state agency's governing board or the administrator of the state agency if the state agency does not have a governing board, the governor's office, the state auditor, and legislative agencies or committees about matters affecting duties or responsibilities under this chapter.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 804, Sec. 4, eff. Sept. 1, 2001.

Sec. 2102.011. INTERNAL AUDIT STANDARDS. The internal audit program shall conform to the Standards for the



Professional Practice of Internal Auditing, the Code of Ethics contained in the Professional Practices Framework as promulgated by the Institute of Internal Auditors, and generally accepted government auditing standards.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 380, Sec. 4, eff. Sept. 1, 2003.

Sec. 2102.012. PROFESSIONAL DEVELOPMENT. (a) Subject to approval by the legislative audit committee, the state auditor may make available and coordinate a program of training and technical assistance to ensure that state agency internal auditors have access to current information about internal audit techniques, policies, and procedures and to provide general technical and audit assistance to agency internal auditors on request.

(b) The state auditor is entitled to reimbursement for costs associated with providing the services under the terms of interagency cooperation contracts negotiated between the state auditor and each agency. The costs may not exceed those allowed by the General Appropriations Act. Work performed under this section by the state auditor is subject to approval by the legislative audit committee for inclusion in the audit plan under Section [321.013](#)(c).

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 785, Sec. 33, eff. Sept. 1, 2003.

Sec. 2102.013. ANNUAL RISK ASSESSMENT; REPORT. (a) A state agency described by Section [2102.004](#)(b) shall conduct each year a formal risk assessment consisting of an executive



management review of agency functions, activities, and processes.

(b) The risk assessment must:

(1) evaluate the probability of occurrence and the likely effect of financial, managerial, and compliance risks and of risks related to the use of information technology; and

(2) rank risks according to the probability of occurrence and likely effect of the risks evaluated.

(c) The state agency shall submit the written risk assessment to the state auditor in the form and at the time prescribed by the state auditor.

Added by Acts 2003, 78th Leg., ch. 291, Sec. 2, eff. June 18, 2003.

Sec. 2102.014. EVALUATION OF RISK ASSESSMENT REPORTS; AUDITS. (a) Based on risk assessment and subject to the legislative audit committee's approval of including the work described by this subsection in the audit plan under Section [321.013](#) (c), the state auditor shall:

(1) evaluate each report submitted under Section [2102.013](#);

(2) identify agencies with significant financial, managerial, or compliance risk or significant risk related to the use of information technology; and

(3) recommend to the governor that the identified agencies obtain an audit to address the significant risks identified by the state auditor.

(b) The governor may order an agency identified under this section to:

(1) obtain an audit under governmental auditing standards;

(2) submit reports and corrective action plans as prescribed by Section [2102.0091](#); and



(3) report to the state auditor the status of the agency's implementation of audit recommendations in the form and addressing issues as prescribed by the state auditor.

(c) The governor may provide funds to agencies as necessary to pay the costs of audits ordered under this section from any funds appropriated to the governor for this purpose.

Added by Acts 2003, 78th Leg., ch. 291, Sec. 2, eff. June 18, 2003.

Sec. 2102.015. PUBLICATION OF AUDIT PLAN AND ANNUAL REPORT ON INTERNET. (a) Notwithstanding Section [2102.003](#), in this section, "state agency" means a board, commission, department, institute, office, or other agency in the executive branch of state government that is created by the constitution or a statute of this state, including an institution of higher education as defined by Section [61.003](#), Education Code.

(b) Subject to Subsection (c), at the time and in the manner provided by the state auditor, a state agency shall post on the agency's Internet website:

(1) the agency's internal audit plan approved as provided by Section [2102.008](#); and

(2) the agency's annual report required under Section [2102.009](#).

(c) A state agency is not required to post information contained in the agency's internal audit plan or annual report if the information is excepted from public disclosure under Chapter [552](#).

(d) A state agency shall update the posting required under this section at the time and in the manner provided by the state auditor to include a detailed summary of the weaknesses, deficiencies, wrongdoings, or other concerns, if any, raised by the audit plan or annual report.



(e) A state agency shall update the posting required under this section to include a summary of the action taken by the agency to address the concerns, if any, that are raised by the audit plan or annual report.

Added by Acts 2013, 83rd Leg., R.S., Ch. 840 (H.B. [16](#)), Sec. 1, eff. June 14, 2013.



RFP #362-2025-0001

***REQUEST FOR
PROPOSALS***
for
INTERNAL AUDIT SERVICES

**Identified HUB Vendors by CMBL Class
and Commodity Description**

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/tpasscmbsearch/tpasscmbsearch.do>

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.

III. 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.

IV. 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.**

V. 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.

VI. 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/>

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>

CLASS 918: CONSULTING SERVICES

Item Numbers and Commodity Descriptions:

918-04 Accounting, Auditing, Budget Consulting

The following is a list of Texas 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
2M AUDIT LLC	Jason Martinez	1406 FORTUNE HL,	SAN ANTONIO	TX	78258-3201	Jason.Martinez@2maudit.com	512-924-5953	HI	F
4 Consulting, Inc.	Ruchi Anand	6850 TPC Dr,SUITE 208	McKinney	TX	75070-2974	ruchi@4ci-usa.com	214-698-8633	AS	F
ACCOUNTABILITY RESOURCES, LLC	CARRIE L ARSENAULT	6300 Bridgepoint Pkwy, 1-250	AUSTIN	TX	78730	CARRIE@ACCOUNTABILITYRESOURCES.COM	512-632-8579	WO	F
ACROSYS CORPORATION	Alexander Nworji	P. O. BOX 1472,	SUGAR LAND	TX	77487-1472	info@acrosys.com	832-830-8412	BL	M
ACURANCE, LLC	Cesar Garcia-Cuellar	8017 Bottlebrush Dr,SUITE 313	Austin	TX	78750-1000	Cesar.Garcia-Cuellar@Acurance.com	512-900-5783	HI	M
AMD CONSULTING SERVICES LLC	Amy Dosen	3000 Blackburn Street,apt 1702	Dallas	TX	75204-2200	dosen17@yahoo.com	440-666-1813	WO	F
ANAK CONSULTANTS	Sterling Lands II	6510 BERKMAN DR,	AUSTIN	TX	78723-1939	slands2@gmail.com	512-470-8261	BL	M
ANGEL & RIEL ENTERPRISE, LLC	Racheal Johnson	7121 N LOOP E FWY SUITE 100,	HOUSTON	TX	77028	admin@angelrielenterprise.com	281-446-8723	BL	F
ANM CONSULTING LLC	Corp MbrRene Montes	6001 W Parmer Lane,Suite 370	Austin	TX	78727-1982	rene.montes@anmconsultingll.com	512-663-7380	HI	M
ARA Government Services, LLC	Ramon C. Carpio Jr.	902 Gambler Rd,5203	San Antonio	TX	78219	info@ara-gs.com	210-702-2300	HI	M
Agility Net, LLC	Justin Belter	12005 FORD RD STE 400,	FARMERS BRANCH	TX	75234-7230	chernandez@agility360.net	214-632-4540	HI	M
Ahuja & Consultants, Inc.	Madhu Ahuja	2901 N Dallas Parkway, Ste 320,STE. 320	Plano	TX	75093-5980	madhu@ahuja-consultants.com	469-467-4660	AS	F
American Human Capital, LLC	DONALD DURANT	7901 Windrose Ave.,	Plano	TX	75024-3975	ddurant@ahc-llc.com	571-216-2712	BL	M
Aquemini Transport LLC	Brittane Peterson	3119 Pathfinders Pass,	Spring	TX	77373-8639	aquemini@transport@outlook.com	713-851-5051	BL	F

CLASS 918: CONSULTING SERVICES

Item Numbers and Commodity Descriptions:

918-04 Accounting, Auditing, Budget Consulting

The following is a list of Texas 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
Asteri Information Systems, Inc.	Robert Birdwell	306 W 7TH ST,SUITE 825	FORT WORTH	TX	76102-5100	sbirdwell@asterinow.com	214-507-2759	AI	M
Athenian Group, LLC	Bobby Dixon	4201 Main street,Suite 222	Houston	TX	77002-4410	info@atheniangroup.us	281-214-2797	BL	M
BELDEN CREEK GLOBAL MANAGEMENT , LLC	Chairidee Smith	P.O BOX 90994,	HOUSTON	TX	77290-0994	Director@beldencreekglobalmanagement.com	281-676-9857	BL	F
BILLY EDWARD CONSULTING INC.	STEPHEN MARSH	1847 STACY CREST,1847 STACY CRST	HOUSTON	TX	77008-3487	bids@billyedwardgroup.com	281-906-5995	BL	M
BRAVEHEART INVESTMENT GROUP, LLC	William Wallace	8524 HIGHWAY 6 NORTH #150,	HOUSTON	TX	77095	wm-wallace@hotmail.com	832-798-4159	BL	M
BREEZYDAY LLC	Ashley Bryant	21134 COUNTY ROAD 113,	TYLER	TX	75703-8830	ashley@breezydayllc.com	214-927-8966	BL	F
BUSINESS & FINANCIAL MANAGEMENT SOLUTION	Mara Ash	PO BOX 41268,	AUSTIN	TX	78704-0022	info@bfssp.com	512-945-0144	HI	F
Barkley Law Group, Inc.	John Barkley	336 North Main Street,Suite 206	Conroe	TX	77301-2810	bids@barkleylawgroup.com	936-755-4130	DV	M
Best Lead Generation LLC	Khadijah Abdul-Hakeem	1533 Austin Hwy Ste # 102 #414,APT. 1402	San Antonio	TX	78218-5764	khadijah@bestleadgen.com	210-549-8189	BL	F
Bgesh, Incorporated	Wes Halliburton	21943 Diamond Chase,Suite 200	San Antonio	TX	78259	whalliburton@bgesh.com	210-497-1217	AI	F
Bonefide Development & Investment Group,	Sharwin Boney	P.O. BOX 2239,P.O. BOX 2239	MISSOURI CITY	TX	77459	sharwin@sharwinboney.com	281-777-6567	BL	F
Burton, McCumber & Longoria, LLP		1950 Paredes Line Road,	Brownsville	TX	78521	ben.pena@bmctexas.com	956-542-2553	HI	M
C.B.K. COMPUTING LLC	Beshara Shaleesh	10652 CHESTNUT RIDGE RD,	AUSTIN	TX	78726-1883	admin@cbkcomputing.com	512-422-3126	AS	M
C.C. Garcia & Co., P.C.	Carmen Garcia	6800 Park Ten Blvd Suite 190W,	San Antonio	TX	78213	carmen@ccgarcia.com	210-732-7701	HI	F

CLASS 918: CONSULTING SERVICES

Item Numbers and Commodity Descriptions:

918-04 Accounting, Auditing, Budget Consulting

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CAMBAY CONSULTING, LLC.	Arpit Soni	1838 SNAKE RIVER ROAD,SUITE A	KATY	TX	77449-7754	hr@cambaycs.com	832-617-0901	AS	M
CARDINAL 360, LLC	Laurie East	7112 GENTLE OAK DR,	AUSTIN	TX	78749-1896	laurie.east@cardinal-360.com	512-699-6801	WO	F
CHRISTINE H. NGUYEN, CPA	CHRISTINE H NGUYEN	4771 SWEETWATER BLVD., #195,	SUGAR LAND	TX	77479	christinguyencpa@aol.com	832-215-9696	AS	F
CI FLEX SOLUTIONS, LLC	Shannon Smalls	7000 N Mopac Expy Ste 200,Suite 200	Austin	TX	78731-3013	ssmallsciflexsolutions.com	512-965-0068	DV	M
CINCO INTERNATIONAL GROUP, LLC	Sylvia Silguero	3707 FATTA DR,	DICKINSON	TX	77539-6449	sylvias@cincoig.com	713-835-7131	HI	F
COLABORATE ENTERPRISES, LLC	COLEEN A BARNETT	PO BOX 302914,	AUSTIN	TX	78705	colaborate.enterprises@gmail.com	831-747-4964	WO	F
CONTRACT SERVICE INNOVATIONS, LLC	Benjamin Sumpter	1000 HERITAGE CENTER CIR,	ROUND ROCK	TX	78664-4463	bsumptercsi-compliance.com	512-501-5455	BL	M
COUNIHAN AND ASSOCIATES, LLC	Joanne Counihan	13132 KELLIES FARM LANE,	AUSTIN	TX	78727	info@counihanassoc.com	512-388-4665	WO	F
CROWDER HR CONSULTING FIRM, LLC	Crowder HR Consulting Firm	11152 Westheimer Rd #952,	Houston	TX	77042-4708	info@crowderhrconsultingfirm.com	832-738-9184	BL	F
Coastal Consulting, Inc.	Robbie Garcia	PO Box 60562,302 DOLPHIN PLACE	Corpus Christi	TX	78466-1512	robbie@coastalconcretetx.com	361-739-1310	HI	M
Constructive Development Services, LLC	Sarah Ganann	2828 Bammel Lane,#1011	Houston	TX	77098	sganann@constructivedevelopment.com	832-574-1463	WO	F
Crescendo Advisory Group LLC	Crescencio Medina	8209 Sterling Green Dr,	San Antonio	TX	78254-5673	cris.medina@crescendo.group	210-216-7998	HI	M
DATAPOLITAN, LLC	Richard Allen Dunks	2367 BALLYCASTLE DR,	DALLAS	TX	75228-2919	richard@datapolitan.com	469-364-9584	DV	M
DIESEL UNITED LLC	Cornell Knight	1112 E OAK AVE,	COMANCHE	TX	76442-2831	cornell@dieselunited.org	888-437-5177	BL	M

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DKJ Group, Inc.	Darwin Johnson	1905 Linford Drive,	Allen	TX	75013-5311	dkjohnson@dkjgroupinc.com	214-334-7493	BL	M
DWG CPA PLLC	Darrell Groves	6140 Highway 6, PMB 278,PMB 278	Missouri City	TX	77459-3802	info@dwg.cpa	281-201-8348	BL	M
Data Stream Technologies LLC	Betty Aguilar	3731 West Ave,	San Antonio	TX	78213-3641	baguilar@datastreamllc.net	210-892-2331	HI	F
Davis & Davis Professional Services Firm	CHANEL Davis	2711 LBJ Freeway,Suite 770	Dallas	TX	75234-8125	chanel@ddhtax.com	972-488-5000	BL	F
E-PROCUREMENT CONSULTANTS, LLC	James Thompson	3560 W CAMP WISDOM RD STE 200,	DALLAS	TX	75237-2513	james@eprocurementconsultants.com	214-770-0801	BL	M
EBEN SOLUTIONS LLC	Sola Aborisade	925 W PIONEER PKWY STE D,	GRAND PRAIRIE	TX	75051-4727	info@ebensolutions.com	817-899-2076	BL	M
EG Fox & Fox, P.C.	Elbery Glenn Fox	1801 N Hampton Rd Ste 424,	DeSoto	TX	75115	elberyfoxcpa@egfox.com	972-224-8381	BL	M
ENDPOINT CONSULTING LIMITED LIABILITY CO	Eric Pierce	3610 QUARTER HORSE TRL,	MANVEL	TX	77578-3572	ericpierce713@gmail.com	713-444-5717	BL	M
ENIGMA ADVISORY	Joshua Rosales	20220 CLARE ISLAND BEND,	PFLUGERVILLE	TX	78660-6238	info@enigma-advisory.com	512-999-7291	HI	M
EZQ GROUP #2 LLC	EZQ Group	7643 PARK PLACE BLVD,STE B	HOUSTON	TX	77087-4539	ezq@ezqgroup.com	346-389-5215	HI	F
Elite Image Tax and Notary Service, LLC	Michelle M. Levi	1301 Texas Avenue, Suite #102,	HOUSTON	TX	77002-3508	elitetax42@gmail.com	713-393-8752	BL	F
Elysian Consulting LLC	Christina C Smith	22201 Kobs Rd,	Tomball	TX	77377-2722	csmith@elysianconsultingllc.com	610-639-4584	HI	F
Emily Boone	Emily Boone	6311 harvest Village In,	katy	TX	77493	eboone@pooleaudit.com	281-744-8165	WO	F
Emma S. Walker, P C	Emma Walker	1009 Henderson Street,	Fort Worth	TX	76016	walkercpa@sbcglobal.net	817-332-3049	BL	F

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Erik Saenz, Inc	Erik Saenz	4214C Childress St,	Houston	TX	77005-1014	erikcsaenz@gmail.com	281-772-5061	HI	M
FEWELL PROFESSIONAL SERVICES, LLC	CRYSTAL FEWELL	4305 N 10TH ST STE A5,	MCALLEN	TX	78504-4675	CRYSTALFEWELL@FPSSTAFFING.COM	956-803-0077	HI	F
FRACTION-AO	Jason Page	207 TELLUS ST,	LAKEWAY	TX	78734-3832	jason@fraction-ao.com	512-954-4702	AS	F
Fernandez & Company, P.C.	Roberto Fernandez	306 W. Seventh Street, Suite 600,	Fort Worth	TX	76102	robert@rfernandezcpa.com	817-877-3911	HI	M
Fox, Smolen, & Associates, Inc.	Marilyn Fox	3812 Cherrywood Road,	Austin	TX	78722	fox@foxsmolen.com	512-426-5167	WO	F
Fred Olivares, CPA/CFF, PLLC	Fred Olivares	PO Box 90561,	San Antonio	TX	78209	Fred.OlivaresCPA@gmail.com	210-687-6791	HI	M
GE CPA INC	Gloria Edokpa	313 Newberry Trl,	San Marcos	TX	78666-8884	gloria.edokpa@ge-cpa.com	512-749-5811	BL	F
GENIUS ROAD, LLC	Kimberly Zanatta	14800 QUORUM DRIVE,SUITE 430	DALLAS	TX	75254-7073	dzanatta@geniusroad.com	972-742-7244	WO	F
GKSEAL CONSULTING LLC	Gretchen Seal	460 BARNHILL LOOP,	DRIPPING SPRINGS	TX	78620-2930	info@gksealconsultingllc.com	956-270-3198	WO	F
GOVERNMENT PROCUREMENT SERVICES	Janet Hasty	2 RIVIERA DR,	ROCKPORT	TX	78382-3730	janet@gpstraining.biz	888-254-7715	WO	F
GRADY TAX PLUS LLC	CHASSIDY GRADY	815 GOODSON RD UNIT 41,	MAGNOLIA	TX	77353-0079	CHASSIDY@GRADYTAXPLUS.COM	737-241-8026	BL	F
GRUNITSOLUTIONS LLC	Obinna Ekeh	9304 FOREST LN,SUITE 216	DALLAS	TX	75243-4255	info@grunitsolutions.com	614-434-8874	BL	M
Garza/Gonzalez & Associates, LLC	Richard Galindo	207 Arden Grove,	San Antonio	TX	78215	rgalindo@gga-cpa.biz	210-227-1389	HI	M
HEARTHSIDE DEVELOPMENT CORPORATION	DEBORAH GRIFFIN	5757 WEST LOVERS LANE STE 360,	DALLAS	TX	75209-0500	deborah@questami.com	214-350-8822	WO	F

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HOLLIS RUTLEDGE AND ASSOCIATES, INC.	John Pankratz	523 N. CONWAY SUITE 3,	MISSION	TX	78572-5373	sheila@rutledge-associates.com	956-583-0002	HI	M
HRSS, LLP	Amir Maniar	6671 Southwest Fwy, Ste 500,	Houston	TX	77074	haroon@hrsscpa.com	713-328-4000	AS	M
HT Staffing Solutions, LLC	Anne Walker	PO BOX 1328,	ORANGE	TX	77631-1328	anne.walker@htstaffingsolutions.com	409-882-0100	WO	F
HUNTER-KEMAH INTERNATIONAL, LLC	Kyle Hunter	14217 AMISTAD CIR,	MCALLEN	TX	78504-0688	kyle@h-ki.com	281-900-9680	BL	F
Harris & Dickey, LLC	Helen Dickey	4116 Edith Court,	Dallas	TX	75220-3774	helen.dickey@harris-dickey.com	817-291-4360	WO	F
INSTANT DATA TECHNOLOGIES, INC.	Jonathan Shapland	85 NE LOOP 410 SUITE 405,SUITE 405	SAN ANTONIO	TX	78216-5829	jshapland@indatatech.com	210-344-0012	BL	M
INTEGRATED NETWORK SOLUTIONS, INC.	Christopher Balque	POST OFFICE BOX 750492,	HOUSTON	TX	77275-0492	cgbalque@insi-net.com	713-529-5003	BL	M
INTEGRATEUS LLC	Sheela Basu	2900 N QUINLAN PARK RD STE 240,	AUSTIN	TX	78732-6085	diritsac@integrateus.com	512-507-4975	AS	F
JACKIE O' MANAGEMENT LLC	JACQUELINE WARREN	14405 WALTERS RD,STE 860	HOUSTON	TX	77014	JACKIEOMANAGEMENT@GMAIL.COM	757-892-4274	BL	F
JCONNER PC	Marie Conner	PO BOX 111,	HASLET	TX	76052-0111	letsconnect@jconnerpc.com	214-519-9988	BL	F
JJ Williams PC	Juliet Williams	523 Palomino Way,	Grand Prairie	TX	75052-2538	Juliet.Williams@jjwilliamspc.com	214-356-7053	BL	F
JN3 GLOBAL ENTERPRISES LLC	James Nowlin	3302 FAR VIEW DR,	AUSTIN	TX	78730-3303	jnowlin@excelglobalpartners.com	512-501-1155	BL	M
JSF SOURCING Limited Liability Company	MICHAEL JOSEPH	1846 E Rosemeade Pkwy,	Carrollton	TX	75007	mjoseph@jsfsourcing.com	214-810-3674	BL	M
JUAREZ CPA FIRM PLLC	Antonio Juarez	513 E Jackson Ave,Suite 321	Harlingen	TX	78550-9676	ajuarez@jcpafirm.com	956-465-0465	HI	M

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K & E Tax Service	Erica Johnson	3213 I-30,Suite 105	Mesquite	TX	75150-6809	ketaxservice1@gmail.com	903-467-1495	BL	F
KBFALK, PLLC	Kelli Falk	20770 US HIGHWAY 281 N,SUITE 108-148	SAN ANTONIO	TX	78258-7655	kelli@kbfalk.com	210-391-3484	WO	F
KF TAX & ACCOUNTING, P.C	Kemi Nwagbo CPA	2200 N AW GRIMES BLVD,UNIT 320	ROUND ROCK	TX	78665	kemi@kftaxandfinancials.com	512-244-1516	BL	F
KOCH CAREER SERVICES	Jordana Koch	25700 I-45,#4119	THE WOODLANDS	TX	77386	KochCareerServices@gmail.com	917-609-0005	HI	F
KPi Group, LLC	Kristi Parks	900 E Pecan St,Suite 300-311	Pflugerville	TX	78660	KPigroup@kpi.llc	817-975-5848	HI	F
Kanaela, LLC.	Linda A Obeya	8141 LONG POINT ROAD,SUITE 38	HOUSTON	TX	77055	obeyala@gmail.com	254-423-6058	BL	F
Kingdom Consulting Group LLC	Anthony Veraldi	4517 Bat Falcon Dr,	Austin	TX	78738-6860	tveraldi@KCGroup.LLC	832-746-7343	DV	M
Knause Consulting Group, Limited Liabili	Darayle Knause	4609 Hero Ct,	Austin	TX	78735-6243	dknause@atx-consulting.com	512-567-1749	WO	F
L. V. BROWNE, CPA	Lakeesha Browne	1900 JAY ELL DR,	RICHARDSON	TX	75081-1838	keesha@lvbrownecpa.com	972-729-9906	BL	F
LACEY NEWDAY CONSULTING, LLC.	Sidney E. Lacey	1414 1/2 GUSTAV ST.,	HOUSTON	TX	77023-1909	SLacey@LNCHouston.com	713-446-5970	BL	M
LANDING ADVISORS, LLC	Jesus Davila	6611 N MAIN ST,	HOUSTON	TX	77009-1059	jdavila@landingadvisors.com	832-248-6266	HI	M
LAREDO TECHNICAL SERVICES, INC	Joseph Lukowski	22011 ROAN BLF,	SAN ANTONIO	TX	78259-2714	joseph@laredotechnical.com	210-705-2904	HI	M
LARETTA RENA CALLAWAY, PROJECT MGMT.	OWNER/LARETTA RENA CALLAWAY	PO BOX 173,	HOCKLEY	TX	77447-0173	LARETTACALLAWAY@GMAIL.COM	936-419-6794	BL	F
LEGAL GLOBAL SOLUTIONS INC.	Abie Ogbemudia	1525 US HWY 380,STE 500-266	FRISCO	TX	75034	abie@legalglobalsolutionsinc.com	832-606-3393	BL	F

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LRJ RESEARCH & CONSULTING	LAUREN JAHNKE	23 Lone Oak Trl,	Sunset Valley	TX	78745	lauren@lrjconsulting.com	512-899-8844	WO	F
Lawton Management LLC dba Squared Compas	Contact Person	9912 Charthouse Cove,	Austin	TX	78730-3566	josh@lmtxl.com	682-220-6600	DV	M
Leal & Carter, P.C.	Frank Leal	16011 University Oak,	San Antonio	TX	78249-4014	mgbarrientos@lealcarter.com	210-696-6206	HI	M
Liberty Equipment Sales, Inc.	Cynthia Leftwich	15115 CLAYPOOL ST,	HOUSTON	TX	77032-2921	sales@libertyequipmentsales.com	281-987-8708	WO	F
MACEO CARTER INVESTMENTS, LLC	Stephen Carter	1449 HIGHWAY 6 SOUTH,SUITE 320	SUGAR LAND	TX	77478-5145	rfps@sterlingstaffingsolutions.com	281-240-3536	BL	M
MAHUYA INDUSTRIES LLC	Amanda Smith	13601 PRESTON ROAD,SUITE 786W	DALLAS	TX	75240	amanda@mahuyaindustries.com	817-917-4450	AI	F
MEDHEADS, INC.	CAROLE D DEVOS	1604 W FM 1626,	MANCHACA	TX	78652-3133	HUB@medheads.org	512-280-7943	HI	F
MGT SUPPORT SERVICES, L.L.C.	MARGARET TANN	29426 GENEVA DRIVE,	SPRING	TX	77386-7309	MGTServicesllc@aol.com	281-363-9863	WO	F
MONDAY RUFUS & CO., P.C.	MONDAY RUFUS	1508 DESSAU RIDGE LN STE 405,STE 405	AUSTIN	TX	78754-2192	MONDAY@MONDAYRUFUS.COM	512-380-0799	BL	M
MPACT STRATEGIC CONSULTING LLC	Spurgeon Robinson	4635 SW FREEWAY,700	HOUSTON	TX	77027-7169	srobinson@mpact-consulting.com	866-361-7611	BL	M
Mane Development, LLC	Valentin Deleon	1306 TRAVIS HEIGHTS BLVD,	AUSTIN	TX	78704-2529	vdeleon1008@gmail.com	512-417-0985	HI	M
McConnell & Jones, LLP.	Lori Jamail	4828 Loop Central Drive Ste#1000,	Houston	TX	77081	info@mjlm.com	713-968-1600	BL	M
Medical Auditing Solutions LLC	PRESIDENTANGELA S MILLER	5904 S Cooper St,Ste 104-204	Arlington	TX	76017-4494	medaudsolutions@aol.com	409-673-7103	WO	F
Mitchell Vitacca Consulting, LLC	Christopher Mitchell	16 MANCHA LN,	BOERNE	TX	78006-2217	chris@mitchellvitaccaconsulting.com	214-477-6147	BL	M

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My HR Firm LLC	Celine Perez	3733 S Border Ave,	Weslaco	TX	78596-4185	celine@myhrfirm.com	956-650-4097	HI	F
NATHAN RUBIES, LLC	ORIGINAL BELL	9700 LEAWOOD BLVD,APT 1105	HOUSTON	TX	77099	original.bell@yahoo.com	214-498-7467	BL	M
NATIONAL HOUSING ADVISORS, LLC	Ellen Rourke	3308 Westminster,	Dallas	TX	75205	ellen.rourke@sbcglobal.net	214-507-9514	AS	F
NEXUS COGNITIVE GOVERNMENT SOLUTIONS LLC	Steve Roberts	15455 DALLAS PKWY STE 600,	ADDISON	TX	75001-6760	steve@nexuscognitive.com	214-775-9949	DV	M
NLITE Solutions, LLC	Siri Ketha	2925 SKYWAY CIR N,	IRVING	TX	75038-3510	siri@nlite.io	469-453-0339	AS	F
Nerd Speak Design Inc.	Kimberly Corbin	322 Prairie Hill Trail,	The Colony	TX	75056-4332	admin@nerdspeakdesign.com	312-401-4710	BL	F
Niche Assurance LLC	Peter Kiilu	4202 Wild Orchard Court,	Katy	TX	77494	peter.kiilu@nicheconsult.net	281-777-3394	BL	M
OJASAM LLC	Bipin Kulkarni	1540 KELLER PKWY,108-475	KELLER	TX	76248-3686	bipin.kulkarni@ojasam.com	817-891-5041	AS	M
OKAFOR & ASSOCIATES, PC	Chris Okafor	PROFESSIONAL CORPORATION,P.O. BOX 82248	AUSTIN	TX	78708-2248	chris.okafor@okaforcpa.com	512-244-4908	BL	M
ONE SOURCE INTERNATIONAL, LLC	Roderick Jackson	8877 FRANKWAY DRIVE SUITE 4434,	HOUSTON	TX	77096-8432	roderick@osi-llc.com	713-516-5780	BL	M
Olivier, Inc.	Raquel Olivier	1825 Market Center Blvd., Suite 340,Ste. 340	Dallas	TX	75207-3389	rolivier@olivier-inc.com	214-761-6900	BL	F
PERMA-TEMP PERSONNEL SERVICES, INC.	LUIGI CRISTIANO	2025 CENTRAL BLVD STE B,	BROWNSVILLE	TX	78520-8691	lcristiano@perma-temp.net	956-550-8367	HI	M
PETROSEWICZ & COMPANY, INC.	Norma Montalvo Petrosewicz	121 FM 359,	RICHMOND	TX	77469-2401	tom@petrocpa.com	281-342-7306	HI	F
PIVOT CONSULTING GROUP, LLC	Sarah Eickenhorst Sarah Eickenhorst	1717 POSSUM TROT ST,	ROUND ROCK	TX	78681-1709	sarah.eickenhorst@pivotco.com	512-695-8910	WO	F

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PMCS SERVICES INC	Madhu Basu	600 CONGRESS AVE FL 14,	AUSTIN	TX	78701-3263	basu@pmcsservices.com	512-507-4975	AS	M
POPE AUDIT GROUP LLC	Missy Pope	6300 W GATE BLVD #132213,	AUSTIN	TX	78745-4883	missy@popeconsult.com	512-677-0803	WO	F
PROFESSIONAL UTILITY SERVICES INC	DELILAH AROLFO	PO BOX 1186,	CROSBY	TX	77532-1186	customerservice@professionalutilityservices.com	281-324-9803	WO	F
PUBLIC ADMIN CONSULTING, LLC.	PresDiane White	229 East Palm Street,P.O. Box 513	Bellville	TX	77418-4893	dw@publicadminconsulting.com	281-352-6729	WO	F
Pelxon IT Consulting and Staffing LLC	Justin A Pelzer	9303 Aten Shore,	San Antonio	TX	78254-2268	justin.pelzer@pelxon.com	210-789-0311	BL	M
Pugh Accounting & Consulting, LLC	Will Pugh	351 Partridge Run Dr,	Duncanville	TX	75137-3142	willcpugh@yahoo.com	214-802-0469	BL	M
Purdy-McGuire, Inc.	Camille Barton	17300 N. Dallas Parkway,Suite 3000	Dallas	TX	75248-1147	cbarton@purdy-mcguire.com	972-239-5357	WO	F
QUICK RESPONSE SYSTEMS, INC	PresidentDAVID O ADEYEMO	701 DALWORTH ST,	GRAND PRAIRIE	TX	75050-5544	yinka@qrsystems.com	972-263-9111	BL	M
Queen Bee Logistics, LLC.	BRITTANIE SIMMONS	2162 Spring Stuebner Rd,Ste140	Spring	TX	77389-5299	Brittanie.simmons@queenbeelogistics.com	832-732-2809	WO	F
R & R CONSTRUCTION SERVICES	Robin Robbins	201 W ADAMS ST,	LEVELLAND	TX	79336-2401	Robrobb52@gmail.com	214-934-1084	WO	F
R. L. TOWNSEND & ASSOCIATES, LLC	RICHARD TOWNSEND	3941 LEGACY DR,SUITE 204 18A	PLANO	TX	75023-8334	rltownsend@ritownsend.com	972-403-1829	WO	F
R/T BUSINESS SERVICES, LLC	Raheem Twyman	PO BOX 14339,	AUSTIN	TX	78761-4339	rtwyman@rtbusinessservices.com	512-227-7966	BL	M
RADET CONSULTING, LLC	Leonardo Jorge Dos Santos Cysne	4423 REPUBLIC DR,	FRISCO	TX	75034-6389	leocysne@radetconsulting.com	347-419-0600	HI	M
RBJ AGENCY LLC	Ruth B Jackson	4718 Beaver Creek Drive,	Arlington	TX	76005	rj@rbjagency.com	682-304-3189	BL	F

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REAL GRANT SOLUTIONS	Anne Danysh	3431 BALI DR,	CORPUS CHRISTI	TX	78418-2935	anne@realgrantsolutions.com	361-589-8455	WO	F
RLMK W.O.L.F. REAL ESTATE SOLUTIONS, LLC	Monica Luxon	PO BOX 91357,	AUSTIN	TX	78709-1357	rlmkwolf@gmail.com	512-203-7663	WO	F
ROBIN R. SMITH, CPA	ROBIN R SMITH	PO BOX 150311,	AUSTIN	TX	78715-0311	robin@rrsmithcpa.com	512-496-7173	BL	F
RW RECOVERY CONSULTING LLC	Kelly Reeves	PO BOX 774,	HUNTINGTON	TX	75949-0774	kelly.reeves@rwrcllc.net	936-676-6387	WO	F
RightStaff, Inc.	Shelley Lamb	6060 N Central Expy,Suite 222	Dallas	TX	75206-5209	samason@rightstaffinc.com	214-953-0900	WO	F
Robin & Company LLC	Tremuir Robin	226 Brodie St,	Dallas	TX	75224-3506	robinandcompanies@gmail.com	214-384-4885	BL	M
SABIKI CONSULTING LLC	Deepak Sabiki	10507 GRAND OAK CIR,	AUSTIN	TX	78750-3851	dsabiki@sabikiconsulting.com	631-833-9448	AS	M
SILVER LAKE SOLUTIONS LLC	Jessicca Johnson	624 PRIVATE ACCESS 112801,	GODLEY	TX	76044-3441	silverlakesolutionsllc@outlook.com	865-279-6099	WO	F
SISTEMA TECHNOLOGIES, INC.	Deana Coleman	5750 EPSILON,	SAN ANTONIO	TX	78249-3407	joe@sistematechnologies.com	210-340-0098	HI	M
SPECTRUM DYNAMICS, INC.	Rose James	4031 FM 1463 RD STE 40-269,	KATY	TX	77494-5963	jrose821@gmail.com	832-524-1165	BL	F
STRATEGIC PARTNERSHIPS, INC.	Tim Gohmann	7500 RIALTO BLVD,RIALTO 2 SUITE 145	AUSTIN	TX	78735	tgohmann@spartnerships.com	512-531-3900	WO	F
STRATEGIC REVENUE SOLUTIONS, PLLC	FELICIA CLEMENT	10310 E SUMMIT CANYON DR,	HOUSTON	TX	77095-7188	srs.cpas1@gmail.com	713-898-3089	BL	F
STRICKLER & PRIETO LLP	Arturo Wiener	201 E MAIN STE 500,	EL PASO	TX	79901	rprieto@cpa-sp.com	915-532-2901	HI	M
SUSAN ROTH CONSULTING, LLC	Owner Susan K Roth	4111 Tablerock Drive,	Austin	TX	78731	SUSAN@SROTHCONSULTING.COM	512-796-6692	WO	F

CLASS 918: CONSULTING SERVICES

Item Numbers and Commodity Descriptions:

918-04 Accounting, Auditing, Budget Consulting

The following is a list of Texas 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
SWH CONSULTING, LLC	Sarah Hedrick	25823 MISTY MOUNTAIN LN,	KATY	TX	77494-1368	shedrick1@comcast.net	713-254-5251	WO	F
Smith and Associates, LLC	REGINA V ADAMS	P.O. BOX 142092,	AUSTIN	TX	78753	dbasmithandassociates@gmail.com	512-947-6349	BL	F
TABORDA TEXAS, LLC	Donna R Holliday	13501 Ranch Rd 12,Suite 103, #17	Wimberley	TX	78676-5328	donna.holliday@tabordatexas.com	512-627-6669	WO	F
TAG Project Management Professionals LLC	Graciela Phillips	510 N 11th St,	La Porte	TX	77571-3118	gracie.phillips@tagpmp.com	866-211-8705	HI	F
TDA Consulting, Inc	Dionne Roberts	17 Caleb Circle,	San Antonio	TX	78258-3834	halvarez@tdainc.org	910-217-1275	BL	F
TECH BRAND STAFFING LLC	Zeba Mulla	3500 NORTH STAR ROAD,APT 1128	RICHARDSON	TX	75082	zeba@techbrandstaffing.com	469-880-0656	AS	F
THE ALLEN CPA FIRM, PLLC	Robert Allen	800 Town and Country Blvd. #300,SUITE 500	Houston	TX	77024-4552	robert@theallencpafirm.com	713-489-7575	BL	M
THE CONCH GROUP	Tiffany Kapanga	4221 MERRY MILL DR,SPRING, TX 77386	SPRING	TX	77386	Info@theconchgroup.com	248-613-9600	BL	F
THE HIRING BAR LLC	Isabelle Mitura	5408 OVERBROOK DR,	AUSTIN	TX	78723-4721	isabelle@thehiringbar.com	415-971-7677	AS	F
THE REDHEAD SOLUTIONS	MJ Cunningham	12790 FARM TO MARKET ROAD 1560,581	HELOTES	TX	78023	hello@theredheadsolutions.com	888-787-2310	BL	F
THOMAN & BUTLER, LLC	Esme Thoman	1108 LAVACA ST,SUITE 110-154	AUSTIN	TX	78701-2172	Esme@thomanandbutler.com	512-653-5951	WO	F
TIMEROCK RESOURCES LLC	Richard Jara	115 DEDINA DR,	GEORGETOWN	TX	78626-2861	info@timerockresources.com	512-999-8733	HI	M
TMC CONSULTING GROUP INC	Tamanisha Casey	2500 WILCREST DR,SUITE 622	HOUSTON	TX	77042-2752	tamanisha@tmconsultgroup.com	832-631-6667	BL	F
TNR ACCOUNTING & MANAGEMENT CONSULTING,	Nannette Ray	11415 LAGO VERDE DR,	RICHMOND	TX	77406-4596	info@tnraccounting.com	713-489-4411	BL	F

CLASS 918: CONSULTING SERVICES

Item Numbers and Commodity Descriptions:

918-04 Accounting, Auditing, Budget Consulting

The following is a list of Texas 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
TOTAL OPTIM SOLUTIONS LLC	Stacy Nichols	25420 KUYKENDAHL RD # B3001039,	TOMBALL	TX	77375-3405	contact@totaloptim.com	832-639-4458	BL	F
TP TOP PROFESSIONAL CONSULTING	Toni Pete	PO BOX 14474,	HOUSTON	TX	77221-4474	tpconsultants77@gmail.com	337-570-0152	BL	F
TRIPLE C CONSULTING AND FINANCIAL SERVIC	Carolyn Franklin	3301 PROVIDENCE AVE,APT. 309	BRYAN	TX	77803-2141	tripleccfs2019@gmail.com	409-351-2309	BL	F
TROIKA CONSULTING, INC.	JOEL K NORTH	23406 WHISPERING WIND,	KATY	TX	77494-0262	adnorth7@gmail.com	281-813-2663	BL	F
Tax Management Services, LLC	D.Mark Jones	4101 McEwen Rd,Suite 358	Dallas	TX	75244	TAXMGMTSVC@ATT.NET	469-872-0027	BL	M
Tech In-N-Out Group, LLC	BO HOOD	4315 Spring Brook Ct,	Houston	TX	77041-8751	Bo.Hood@tinogroups.com	832-356-3696	AS	F
The Great American Game Company	Lance Stewart	2648 Seashore Dr,	Seabrook	TX	77586-1592	lancekstewart1@gmail.com	281-910-3930	DV	M
The Stevenson Law Firm, PC	Marcus Stevenson	2225 County Rd 90, Ste 201-I,SUITE 120	Pearland	TX	77584-7856	mstevenson@mlslegal.com	832-413-5222	BL	M
Three PDS, Inc.	President - Chiran Kana	13355 Noel Rd, Suite 1000 Galleria Tower,Ste 1000 E Tower	Dallas	TX	75240-4648	tkana@threepds.com	214-222-3737	AS	F
Training and Leadership Consulting	Demetra Jones	3453 N. MacGregor Way,	Houston	TX	77004-7807	dcjones8160@gmail.com	713-835-8361	BL	F
URBN DRIVER, LLC	Krystyn Huffstutler-Reyes	161 BP LANE,	UVALDE	TX	78801	kryhuff@yahoo.com	210-843-8188	WO	F
Unique Expressions by MsRyot	Latashia Gordon	1006 Clinton Park St,	Houston	TX	77029-6463	latashia@msryot.com	786-290-2011	BL	F
VAN BRUNT & ASSOCIATES, INC.	Annette Van Brunt	3609 ALBANS,	HOUSTON	TX	77005-2109	avanbrunt@vbenergy.com	713-662-2636	HI	F
W&S LLC	Muhammad Wadia	11107 RAINY CANYON LN,	RICHMOND	TX	77406-1683	info@ctnaservices.com	832-638-4389	AS	M

CLASS 918: CONSULTING SERVICES

Item Numbers and Commodity Descriptions:

918-04 Accounting, Auditing, Budget Consulting

The following is a list of Texas 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
WILLIAMS DATA SERVICES	Patsy Williams	102 S Fontaine St,	Bartlett	TX	76511-4205	williamsdata@aol.com	254-527-3904	WO	F
r2 Technologies, Inc.	Richard Martinez	4975 Preston Park Blvd Ste 150W,SUITE 400	Plano	TX	75093	rick@r2now.com	214-382-3992	HI	M

Date : 2025/03/04 16:28:23

CMBL SUMMARY

Search Found 184 Vendors , 184 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=918,Section1 Item(s)=(04)

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-20 Audit Services

The following is a list of Texas 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
2 REMODEL 2. LLC	Gabriela Madonado	6710 BENJAMIN LN,	PASADENA	TX	77505-3379	sales@2remodel2.com	832-323-8023	HI	M
4 Consulting, Inc.	Ruchi Anand	6850 TPC Dr,SUITE 208	McKinney	TX	75070-2974	ruchi@4ci-usa.com	214-698-8633	AS	F
84 ANALYTICS AND BUSINESS CONSULTING SER	Judith Mosely	700 NELSON PL,	BURLESON	TX	76028-6832	judith@84abcs.com	682-282-5778	WO	F
ACCOUNTABILITY RESOURCES, LLC	CARRIE L ARSENAULT	6300 Bridgepoint Pkwy,1-250	AUSTIN	TX	78730	CARRIE@ACCOUNTABILITYRESOURCES.COM	512-632-8579	WO	F
ACCURY CONSULTING LLC	Sylvia Dinata	500 E Whitestone Blvd #342,	Cedar Park	TX	78613-9006	accury.consulting@gmail.com	512-553-2048	AS	F
ACROSYS CORPORATION	Alexander Nworji	P. O. BOX 1472,	SUGAR LAND	TX	77487-1472	info@acrosys.com	832-830-8412	BL	M
ACURANCE, LLC	Cesar Garcia-Cuellar	8017 Bottlebrush Dr,SUITE 313	Austin	TX	78750-1000	Cesar.Garcia-Cuellar@Acurance.com	512-900-5783	HI	M
ARA Government Services, LLC	Ramon C. Carpio Jr.	902 Gembler Rd,5203	San Antonio	TX	78219	info@ara-gs.com	210-702-2300	HI	M
ARM ALAMO RISK MANAGEMENT, INC.	Kathy Villemain	45 NE LOOP 410 STE 690,	SAN ANTONIO	TX	78216-5831	kvillemain@spierm.com	210-738-1414	WO	F
ARMSTRONG, VAUGHAN & ASSOCIATES, P.C	Phil Vaughan	941 W. BYRD BLVD.,#101	UNIVERSAL CITY	TX	78148	phil@avacpa.com	210-658-6229	WO	F
Agility Net, LLC	Justin Belter	12005 FORD RD STE 400,	FARMERS BRANCH	TX	75234-7230	chernandez@agility360.net	214-632-4540	HI	M
Ahuja & Consultants, Inc.	Madhu Ahuja	2901 N Dallas Parkway, Ste 320,STE. 320	Plano	TX	75093-5980	madhu@ahuja-consultants.com	469-467-4660	AS	F
BEY ACCOUNTING AND BOOKKEEPING SERVICES	Jonathan Bey	475 E FM 1382 # 1882,	CEDAR HILL	TX	75104-6027	jonathan@beyaccounting.com	469-883-8523	BL	F
BREEZYDAY LLC	Ashley Bryant	21134 COUNTY ROAD 113,	TYLER	TX	75703-8830	ashley@breezydayllc.com	214-927-8966	BL	F

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-20 Audit Services

The following is a list of Texas 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
BUSINESS & FINANCIAL MANAGEMENT SOLUTION	Mara Ash	PO BOX 41268,	AUSTIN	TX	78704-0022	info@bfssp.com	512-945-0144	HI	F
Bgesh, Incorporated	Wes Halliburton	21943 Diamond Chase, Suite 200	San Antonio	TX	78259	whalliburton@bgesh.com	210-497-1217	AI	F
Brandy Brown and Associates, LLC	Brandy Brown	9009 N FM 620, apt 509	Austin	TX	78726-0023	bbrown@brownandassociatesny.com	347-469-7715	BL	F
C.C. Garcia & Co., P.C.	Carmen Garcia	6800 Park Ten Blvd Suite 190W,	San Antonio	TX	78213	carmen@ccgarcia.com	210-732-7701	HI	F
CAROLYN ARNOLD - COMMUNICATIONS CONSULTA	Carolyn Arnold	32884 IH 10 West,	Boerne	TX	78006-9292	carolyn@caccinc.com	830-249-4100	WO	F
CHRISTINE H. NGUYEN, CPA	CHRISTINE H NGUYEN	4771 SWEETWATER BLVD., #195,	SUGAR LAND	TX	77479	christinguyencpa@aol.com	832-215-9696	AS	F
CLINICAL RESEARCH CONSULTING & EDUCATION	Mary Veazie	1409 LAKE POINTE PKWY,	SUGAR LAND	TX	77478-3999	mlveazie@gmail.com	832-606-3287	BL	F
DIRECT LINE TO COMPLIANCE, INC	Monica Brown Adeeko	8319 BRAESVIEW LN,	HOUSTON	TX	77071-1231	monica.brown@dl2c.com	713-777-3522	BL	F
DKJ Group, Inc.	Darwin Johnson	1905 Linford Drive,	Allen	TX	75013-5311	dkjohnson@dkjgroupinc.com	214-334-7493	BL	M
DWG CPA PLLC	Darrell Groves	6140 Highway 6, PMB 278, PMB 278	Missouri City	TX	77459-3802	info@dwg.cpa	281-201-8348	BL	M
Diane W. Fulmer CPA, PC	PresidentDiane Fulmer	112 TWIRLING PECAN CV,	SAN MARCOS	TX	78666-3740	diane@dianefulmercpa.com	512-296-8001	WO	F
EG Fox & Fox, P.C.	Elbery Glenn Fox	1801 N Hampton Rd Ste 424,	DeSoto	TX	75115	elberyfoxcpa@egfox.com	972-224-8381	BL	M
ENDPOINT CONSULTING LIMITED LIABILITY CO	Eric Pierce	3610 QUARTER HORSE TRL,	MANVEL	TX	77578-3572	ericpierce713@gmail.com	713-444-5717	BL	M
ENIGMA ADVISORY	Joshua Rosales	20220 CLARE ISLAND BEND,	PFLUGERVILLE	TX	78660-6238	info@enigma-advisory.com	512-999-7291	HI	M

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-20 Audit Services

The following is a list of Texas 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
EZQ GROUP #2 LLC	EZQ Group	7643 PARK PLACE BLVD,STE B	HOUSTON	TX	77087-4539	ezq@ezqgroup.com	346-389-5215	HI	F
Elite Image Tax and Notary Service, LLC	Michelle M. Levi	1301 Texas Avenue, Suite #102,	HOUSTON	TX	77002-3508	elitetax42@gmail.com	713-393-8752	BL	F
Emma S. Walker, P C	Emma Walker	1009 Henderson Street,	Fort Worth	TX	76016	walkercpa@sbcglobal.net	817-332-3049	BL	F
Excel Traffic Consultants, Inc.	Martin Perez	1644 RUSDELL DR.,	IRVING	TX	75060-4368	exceltrafficconsultantsinc@msn.com	972-438-4640	HI	M
FRACTION-AO	Jason Page	207 TELLUS ST,	LAKEWAY	TX	78734-3832	jason@fraction-ao.com	512-954-4702	AS	F
Fernandez & Company, P.C.	Roberto Fernandez	306 W. Seventh Street, Suite 600,	Fort Worth	TX	76102	robert@rfernandezcpa.com	817-877-3911	HI	M
GE CPA INC	Gloria Edokpa	313 Newberry Trl,	San Marcos	TX	78666-8884	gloria.edokpa@ge-cpa.com	512-749-5811	BL	F
GOINGSLIMMER	Wanda Price	7300 BUCKNELL DR,	AUSTIN	TX	78723-1632	goingslimmer@outlook.com	682-416-0317	BL	F
Galosi, LLC	Jose Garduno	2222 W Spring Pkwy,Suite 212	Plano	TX	75023-1907	joseg@galosi.com	214-420-6602	HI	M
Garza/Gonzalez & Associates, LLC	Richard Galindo	207 Arden Grove,	San Antonio	TX	78215	rgalindo@gga-cpa.biz	210-227-1389	HI	M
HOLLIS RUTLEDGE AND ASSOCIATES, INC.	John Pankratz	523 N. CONWAY SUITE 3,	MISSION	TX	78572-5373	sheila@rutledge-associates.com	956-583-0002	HI	M
HRSS, LLP	Amir Maniar	6671 Southwest Fwy, Ste 500,	Houston	TX	77074	haroon@hrsscpa.com	713-328-4000	AS	M
INJURY MANAGEMENT ORGANIZATION, INC.	Rebecca Mitchell	5560 TENNYSON PARKWAY, SUITE 110,SUITE 110	PLANO	TX	75024-3584	cbenavidez@injurymanagement.com	972-387-8297	HI	F
INTEGRATED NETWORK SOLUTIONS, INC.	Christopher Balque	POST OFFICE BOX 750492,	HOUSTON	TX	77275-0492	cgbalque@insi-net.com	713-529-5003	BL	M

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

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Company Name	Contact Person	Mailing Address	City	State	Zip	Email	Phone	HUB Eligibility	HUB Gender
J RICHARD CONSULTING SERVICES LLC	Jeffrey Richard	8929 Whiteworth Loop,	Austin	TX	78749-3656	Jeffrey.Richard23@gmail.com	512-431-0576	BL	M
J. PRENTISS MOORE CPA, PC	John Moore	11621 CYPRESS BARN,	SCHERTZ	TX	78154-2856	john.moore@jpmoorecpa.com	210-851-8565	BL	M
JN3 GLOBAL ENTERPRISES LLC	James Nowlin	3302 FAR VIEW DR,	AUSTIN	TX	78730-3303	jnowlin@excelglobalpartners.com	512-501-1155	BL	M
KF TAX & ACCOUNTING, P.C	Kemi Nwagbo CPA	2200 N AW GRIMES BLVD,UNIT 320	ROUND ROCK	TX	78665	kemi@kftaxandfinancials.com	512-244-1516	BL	F
L. V. BROWNE, CPA	Lakeesha Browne	1900 JAY ELL DR,	RICHARDSON	TX	75081-1838	keesha@lvbrowncpa.com	972-729-9906	BL	F
LACEY NEWDAY CONSULTING, LLC.	Sidney E. Lacey	1414 1/2 GUSTAV ST.,	HOUSTON	TX	77023-1909	SLacey@LNCHouston.com	713-446-5970	BL	M
Leal & Carter, P.C.	Frank Leal	16011 University Oak,	San Antonio	TX	78249-4014	mgsbarrientos@lealcarter.com	210-696-6206	HI	M
MAHUYA INDUSTRIES LLC	Amanda Smith	13601 PRESTON ROAD,SUITE 786W	DALLAS	TX	75240	amanda@mahuyaindustries.com	817-917-4450	AI	F
MEDIA RIDERS, INC.	Misti Dillon	2800 E. BROADWAY, SUITE C 413,	PEARLAND	TX	77581-9502	emcreaken@mediariders.com	832-533-3313	WO	F
MEDICUS RX PHARMACY, INC.	Trang Nguyen	6550 MAPLERIDGE ST,SUITE 225	HOUSTON	TX	77081-4600	trang.nguyen@medicusrx.com	713-899-8123	AS	F
MKOR CONSULTING SERVICES, LLC	Martin Rivera Jr	542 CAMBRIDGE DR,	NEW BRAUNFELS	TX	78132-5237	mriverajr@mkorconsultingservices.com	512-644-6150	HI	M
MONDAY RUFUS & CO., P.C.	MONDAY RUFUS	1508 DESSAU RIDGE LN STE 405,STE 405	AUSTIN	TX	78754-2192	MONDAY@MONDAYRUFUS.COM	512-380-0799	BL	M
MONTEMAYOR BRITTON BENDER PC	Arturo Montemayor III	2110 BOCA RATON DRIVE,BLDG B, STE 102	AUSTIN	TX	78747-1630	a@montemayor.team	512-442-0380	HI	M
McConnell & Jones, LLP.	Lori Jamail	4828 Loop Central Drive Ste#1000,	Houston	TX	77081	info@mjlmc.com	713-968-1600	BL	M

CLASS 946: FINANCIAL SERVICES

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Medical Auditing Solutions LLC	PRESIDENTANGELA S MILLER	5904 S Cooper St,Ste 104-204	Arlington	TX	76017-4494	medaudsolutions@aol.com	409-673-7103	WO	F
Niche Assurance LLC	Peter Kiilu	4202 Wild Orchard Court,	Katy	TX	77494	peter.kiilu@nicheconsult.net	281-777-3394	BL	M
OKAFOR & ASSOCIATES, PC	Chris Okafor	PROFESSIONAL CORPORATION,P.O. BOX 82248	AUSTIN	TX	78708-2248	chris.okafor@okaforcpa.com	512-244-4908	BL	M
Omotayo CPA LLC	Tosin Omotayo	12801 N Central Expy,Ste 750	Dallas	TX	75243-1716	tosin.omotayo@omotayocpa.com	214-646-0300	BL	M
P. A. MILLER CONSULTING, INC.	Miller, Paula Ann	One Riverway, Suite 1700,SUITE 8210	Houston	TX	77056-1642	pamiller@pamillerconsulting.com	832-631-6030	WO	F
POPE AUDIT GROUP LLC	Missy Pope	6300 W GATE BLVD #132213,	AUSTIN	TX	78745-4883	missy@popeconsult.com	512-677-0803	WO	F
RADET CONSULTING, LLC	Leonardo Jorge Dos Santos Cysne	4423 REPUBLIC DR,	FRISCO	TX	75034-6389	leocysne@radetconsulting.com	347-419-0600	HI	M
RIVER OAKS BUSINESS SOLUTIONS LLC	Saira Fatah	1525 BIRDSALL ST UNIT D,	HOUSTON	TX	77007-3164	sairafatah@gmail.com	832-441-0108	AS	F
ROBIN R. SMITH, CPA	ROBIN R SMITH	PO BOX 150311,	AUSTIN	TX	78715-0311	robin@rrsmithcpa.com	512-496-7173	BL	F
SABIKI CONSULTING LLC	Deepak Sabiki	10507 GRAND OAK CIR,	AUSTIN	TX	78750-3851	dsabiki@sabikiconsulting.com	631-833-9448	AS	M
SIMMONS-JOHNSON CONSULTING, LLC	Stephanie Simmons Johnson	4307 LAKE KEMP CT,	RICHMOND	TX	77406-7945	stephanie@simmonsjohnson.com	832-620-6336	BL	F
SOURCE SEA, INC.	Chen-Hung Hsieh	9800 RICHMOND AVE,STE 520	HOUSTON	TX	77042-4561	sourcesea007@gmail.com	832-444-9398	AS	M
STRATEGIC PARTNERSHIPS, INC.	Tim Gohmann	7500 RIALTO BLVD,RIALTO 2 SUITE 145	AUSTIN	TX	78735	tgohmann@spartnerships.com	512-531-3900	WO	F
STRATEGIC REVENUE SOLUTIONS, PLLC	FELICIA CLEMENT	10310 E SUMMIT CANYON DR,	HOUSTON	TX	77095-7188	srs.cpas1@gmail.com	713-898-3089	BL	F

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-20 Audit Services

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STRICKLER & PRIETO LLP	Arturo Wiener	201 E MAIN STE 500,	EL PASO	TX	79901	rprieto@cpa-sp.com	915-532-2901	HI	M
Safe-Spaces.co, LLC	Heather Connelly	6001 W. Parmer Ln, Ste. 370-1027	Austin	TX	78727-3901	heather@safe-spaces.co	512-497-0712	WO	F
Smith and Associates, LLC	REGINA V ADAMS	P.O. BOX 142092,	AUSTIN	TX	78753	dbasmithandassociates@gmail.com	512-947-6349	BL	F
Soria, Inc.	Guillermo Soria	8434 Fountain Circle,	San Antonio	TX	78229	csaavedra@cpadministrators.com	210-344-9595	HI	M
THE ALLEN CPA FIRM, PLLC	Robert Allen	800 Town and Country Blvd. #300, SUITE 500	Houston	TX	77024-4552	robert@theallencpafirm.com	713-489-7575	BL	M
THE REDHEAD SOLUTIONS	MJ Cunningham	12790 FARM TO MARKET ROAD 1560,581	HELOTES	TX	78023	hello@theredheadsolutions.com	888-787-2310	BL	F
TMC CONSULTING GROUP INC	Tamanisha Casey	2500 WILCREST DR, SUITE 622	HOUSTON	TX	77042-2752	tamanisha@tmconsultgroup.com	832-631-6667	BL	F
TOTAL OPTIM SOLUTIONS LLC	Stacy Nichols	25420 KUYKENDAHL RD # B3001039,	TOMBALL	TX	77375-3405	contact@totaloptim.com	832-639-4458	BL	F
TRINITY REVIEW SERVICES, INC	Johnny Rogers	P.O. BOX 143,	DESOTO	TX	75123-0143	johnnyr@trinityreviews.com	888-587-9062	BL	M
Takeaway Tax Service LLC	YVONNE HOLLIS-COBB	2327 Commerce St, Suite 110	Houston	TX	77002-2344	takeawaytax@gmail.com	832-768-9436	BL	F
Tax Management Services, LLC	D.Mark Jones	4101 McEwen Rd, Suite 358	Dallas	TX	75244	TAXMGMTSVCS@ATT.NET	469-872-0027	BL	M
The Notary Geek	Arlisha Hayles	8742 Rainglen Ln,	Houston	TX	77044-6554	arlisha@thenotarygeek.com	832-993-5383	BL	F
W&S LLC	Muhammad Wadia	11107 RAINY CANYON LN,	RICHMOND	TX	77406-1683	info@ctnaservices.com	832-638-4389	AS	M
WILLIAMS DATA SERVICES	Patsy Williams	102 S Fontaine St,	Bartlett	TX	76511-4205	williamsdata@aol.com	254-527-3904	WO	F

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-20 Audit Services

The following is a list of Texas 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
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Date : 2025/03/04 16:30:28

CMBL SUMMARY

Search Found 84 Vendors ,84 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=946,Section1 Item(s)=(20)

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-31 Certified Public Accountant (CPA) Services

The following is a list of Texas 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
ACCOUNTABILITY RESOURCES, LLC	CARRIE L ARSENAULT	6300 Bridgepoint Pkwy, 1-250	AUSTIN	TX	78730	CARRIE@ACCOUNTABILITYRESOURCES.COM	512-632-8579	WO	F
ACCURY CONSULTING LLC	Sylvia Dinata	500 E Whitestone Blvd #342,	Cedar Park	TX	78613-9006	accury.consulting@gmail.com	512-553-2048	AS	F
ALEXANDER CPA PLLC	Melvin Alexander	2591 DALLAS PKWY, SUITE 300	FRISCO	TX	75034-5112	malexander@cpaalexander.com	214-736-1444	BL	M
ANODYNE IMAGING & SERVICES LLC	Robert E Wince	3600 W PIONEER PKWY, STE 1	PANTEGO	TX	76013-4501	rwince@anodyneimaging.com	972-998-9999	BL	M
ARA Government Services, LLC	Ramon C. Carpio Jr.	902 Gemblar Rd, 5203	San Antonio	TX	78219	info@ara-gs.com	210-702-2300	HI	M
ARMSTRONG, VAUGHAN & ASSOCIATES, P.C	Phil Vaughan	941 W. BYRD BLVD., #101	UNIVERSAL CITY	TX	78148	phil@avacpa.com	210-658-6229	WO	F
BEY ACCOUNTING AND BOOKKEEPING SERVICES	Jonathan Bey	475 E FM 1382 # 1882,	CEDAR HILL	TX	75104-6027	jonathan@beyaccounting.com	469-883-8523	BL	F
BRADLEY & GRAY INC, DBA A & K MORTGAGE,	Kristen Bradley	25404 HIGHWAY 59, SUITE 204	PORTER	TX	77365-5295	info@ktbradleycpa.com	833-425-6678	BL	F
BREEZYDAY LLC	Ashley Bryant	21134 COUNTY ROAD 113,	TYLER	TX	75703-8830	ashley@breezydayllc.com	214-927-8966	BL	F
Britts & Associates, LLP	Theresa Britts	3201 Cherry Ridge Bldg. A, Ste. #104,	San Antonio	TX	78230-4824	terib@cpasatx.com	210-735-9101	BL	F
C.C. Garcia & Co., P.C.	Carmen Garcia	6800 Park Ten Blvd Suite 190W,	San Antonio	TX	78213	carmen@ccgarcia.com	210-732-7701	HI	F
CHRISTINE H. NGUYEN, CPA	CHRISTINE H NGUYEN	4771 SWEETWATER BLVD., #195,	SUGAR LAND	TX	77479	christinguyencpa@aol.com	832-215-9696	AS	F
CLINICAL RESEARCH CONSULTING & EDUCATION	Mary Veazie	1409 LAKE POINTE PKWY,	SUGAR LAND	TX	77478-3999	mlveazie@gmail.com	832-606-3287	BL	F
Christian Onyemem CPA Firm PLLC	Christian Onyemem	6065 Hillcroft St, Suite 218	Houston	TX	77081	Info@cocpafirm.com	832-630-0010	BL	M

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-31 Certified Public Accountant (CPA) Services

The following is a list of Texas 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
DEMITRA ALEXANDER, CPA, P.C.	Demitra Alexander	PO BOX 142482,	AUSTIN	TX	78714-2482	Demitra@dalexandercpa.com	512-535-7932	BL	F
DWG CPA PLLC	Darrell Groves	6140 Highway 6, PMB 278, PMB 278	Missouri City	TX	77459-3802	info@dwg.cpa	281-201-8348	BL	M
Diane W. Fulmer CPA, PC	PresidentDiane Fulmer	112 TWIRLING PECAN CV,	SAN MARCOS	TX	78666-3740	diane@dianefulmercpa.com	512-296-8001	WO	F
EG Fox & Fox, P.C.	Elbery Glenn Fox	1801 N Hampton Rd Ste 424,	DeSoto	TX	75115	elberyfoxcpa@egfox.com	972-224-8381	BL	M
ENDPOINT CONSULTING LIMITED LIABILITY CO	Eric Pierce	3610 QUARTER HORSE TRL,	MANVEL	TX	77578-3572	ericpierce713@gmail.com	713-444-5717	BL	M
Emma S. Walker, P C	Emma Walker	1009 Henderson Street,	Fort Worth	TX	76016	walkercpa@sbcglobal.net	817-332-3049	BL	F
Fernandez & Company, P.C.	Roberto Fernandez	306 W. Seventh Street, Suite 600,	Fort Worth	TX	76102	robert@rfernandezcpa.com	817-877-3911	HI	M
GE CPA INC	Gloria Edokpa	313 Newberry Trl,	San Marcos	TX	78666-8884	gloria.edokpa@ge-cpa.com	512-749-5811	BL	F
HOLLIS RUTLEDGE AND ASSOCIATES, INC.	John Pankratz	523 N. CONWAY SUITE 3,	MISSION	TX	78572-5373	sheila@rutledge-associates.com	956-583-0002	HI	M
HRSS, LLP	Amir Maniar	6671 Southwest Fwy, Ste 500,	Houston	TX	77074	haroon@hrsscpa.com	713-328-4000	AS	M
INTEGRATED NETWORK SOLUTIONS, INC.	Christopher Balque	POST OFFICE BOX 750492,	HOUSTON	TX	77275-0492	cgbalque@insi-net.com	713-529-5003	BL	M
J PACHUCA CPA PLLC	JOSE PACHUCA	1301 S CAPITAL OF TEXAS HWY STE 200C,	WEST LAKE HILLS	TX	78746-6591	JOE@JPTXCPA.COM	512-817-3245	HI	M
J. PRENTISS MOORE CPA, PC	John Moore	11621 CYPRESS BARN,	SCHERTZ	TX	78154-2856	john.moore@jpmoorecpa.com	210-851-8565	BL	M
JCONNER PC	Marie Conner	PO BOX 111,	HASLET	TX	76052-0111	letsconnect@jconnerpc.com	214-519-9988	BL	F

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-31 Certified Public Accountant (CPA) Services

The following is a list of Texas 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
JN3 GLOBAL ENTERPRISES LLC	James Nowlin	3302 FAR VIEW DR,	AUSTIN	TX	78730-3303	jnowlin@excelglobalpartners.com	512-501-1155	BL	M
JUAREZ CPA FIRM PLLC	Antonio Juarez	513 E Jackson Ave,Suite 321	Harlingen	TX	78550-9676	ajuarez@jcpafirm.com	956-465-0465	HI	M
Jaime M Humphrey CPA, LLC	Jaime M Humphrey	4615 Southwest Fwy Ste 622,	Houston	TX	77027	jaimehumphrey1979@att.net	713-840-9050	BL	F
KF TAX & ACCOUNTING, P.C	Kemi Nwagbo CPA	2200 N AW GRIMES BLVD,UNIT 320	ROUND ROCK	TX	78665	kemi@kftaxandfinancials.com	512-244-1516	BL	F
L. V. BROWNE, CPA	Lakeesha Browne	1900 JAY ELL DR,	RICHARDSON	TX	75081-1838	keesha@lrbrownecpa.com	972-729-9906	BL	F
LACEY NEWDAY CONSULTING, LLC.	Sidney E. Lacey	1414 1/2 GUSTAV ST.,	HOUSTON	TX	77023-1909	SLacey@LNCHouston.com	713-446-5970	BL	M
Leal & Carter, P.C.	Frank Leal	16011 University Oak,	San Antonio	TX	78249-4014	mgsbarrientos@lealcarter.com	210-696-6206	HI	M
MONDAY RUFUS & CO., P.C.	MONDAY RUFUS	1508 DESSAU RIDGE LN STE 405,STE 405	AUSTIN	TX	78754-2192	MONDAY@MONDAYRUFUS.COM	512-380-0799	BL	M
MONTEMAYOR BRITTON BENDER PC	Arturo Montemayor III	2110 BOCA RATON DRIVE,BLDG B, STE 102	AUSTIN	TX	78747-1630	a@montemayor.team	512-442-0380	HI	M
McConnell & Jones, LLP.	Lori Jamail	4828 Loop Central Drive Ste#1000,	Houston	TX	77081	info@mjlmc.com	713-968-1600	BL	M
OKAFOR & ASSOCIATES, PC	Chris Okafor	PROFESSIONAL CORPORATION,P.O. BOX 82248	AUSTIN	TX	78708-2248	chris.okafor@okaforcpa.com	512-244-4908	BL	M
Omotayo CPA LLC	Tosin Omotayo	12801 N Central Expy,Ste 750	Dallas	TX	75243-1716	tosin.omotayo@omotayocpa.com	214-646-0300	BL	M
Owens & Thurman, P.C.		3112 Sanctuary Dr,	Cedar Hill	TX	75104	diccyt@owensthurman.com	214-497-2901	BL	F
PETROSEWICZ & COMPANY, INC.	Norma Montalvo Petrosewicz	121 FM 359,	RICHMOND	TX	77469-2401	tom@petrocpa.com	281-342-7306	HI	F

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-31 Certified Public Accountant (CPA) Services

The following is a list of Texas 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
RADET CONSULTING, LLC	Leonardo Jorge Dos Santos Cysne	4423 REPUBLIC DR,	FRISCO	TX	75034-6389	leocysne@radetconsulting.com	347-419-0600	HI	M
RESOURCE INTEGRATORS LLC	Sridhar Patibandla	509 W 15TH STREET,PMB 294	AUSTIN	TX	78701	rfp@resourceintegrators.com	832-651-4843	AS	M
REVERE EDUCATION GROUP LLP	Marilyn Cobb	106 W MAIN ST,	ATLANTA	TX	75551-2519	mcobb@atlisd.net	903-799-8845	WO	F
ROBIN R. SMITH, CPA	ROBIN R SMITH	PO BOX 150311,	AUSTIN	TX	78715-0311	robin@rrsmithcpa.com	512-496-7173	BL	F
SIMMONS-JOHNSON CONSULTING, LLC	Stephanie Simmons Johnson	4307 LAKE KEMP CT,	RICHMOND	TX	77406-7945	stephanie@simmonsjohnson.com	832-620-6336	BL	F
SOURCE SEA, INC.	Chen-Hung Hsieh	9800 RICHMOND AVE,STE 520	HOUSTON	TX	77042-4561	sourcesea007@gmail.com	832-444-9398	AS	M
STRATEGIC PARTNERSHIPS, INC.	Tim Gohmann	7500 RIALTO BLVD,RIALTO 2 SUITE 145	AUSTIN	TX	78735	tgohmann@spartnerships.com	512-531-3900	WO	F
STRATEGIC REVENUE SOLUTIONS, PLLC	FELICIA CLEMENT	10310 E SUMMIT CANYON DR,	HOUSTON	TX	77095-7188	srs.cpas1@gmail.com	713-898-3089	BL	F
STRICKLER & PRIETO LLP	Arturo Wiener	201 E MAIN STE 500,	EL PASO	TX	79901	rprieto@cpa-sp.com	915-532-2901	HI	M
Soria, Inc.	Guillermo Soria	8434 Fountain Circle,	San Antonio	TX	78229	csaavedra@cpadministrators.com	210-344-9595	HI	M
THE ALLEN CPA FIRM, PLLC	Robert Allen	800 Town and Country Blvd. #300,SUITE 500	Houston	TX	77024-4552	robert@theallencpafirm.com	713-489-7575	BL	M
URBN DRIVER, LLC	Krystyn Huffstutler-Reyes	161 BP LANE,	UVALDE	TX	78801	kryhuff@yahoo.com	210-843-8188	WO	F
W&S LLC	Muhammad Wadia	11107 RAINY CANYON LN,	RICHMOND	TX	77406-1683	info@ctnaservices.com	832-638-4389	AS	M
r2 Technologies, Inc.	Richard Martinez	4975 Preston Park Blvd Ste 150W,SUITE 400	Plano	TX	75093	rick@r2now.com	214-382-3992	HI	M

CLASS 946: FINANCIAL SERVICES

Item Numbers and Commodity Descriptions:

946-31 Certified Public Accountant (CPA) Services

The following is a list of Texas 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
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Date : 2025/03/04 16:31:53

CMBL SUMMARY

Search Found 56 Vendors ,56 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=946,Section1 Item(s)=(31)