

**INVITATION TO NEGOTIATE**

**Compulsive or Addictive Gambling**

**Prevention Program**

**ITN No. FGCC 24/25-07**

**DEADLINE FOR QUESTIONS: October 21, 2024, 5:00 PM ET**

**RESPONSES ARE DUE BY: December 19, 2024, 5:00 PM ET**

**MAIL OR DELIVER RESPONSES TO:**

Florida Gaming Control Commission

Division of Administration

Procurement Officer: Lisa M. Mustain, Director of Administration

4070 Esplanade Way, Suite 250

Tallahassee, FL 32399-7033

Email: Lisa.Mustain@flgaming.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), Florida Statutes, and chapter 28-110 of the Florida Administrative Code and must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Florida Gaming Control Commission (Commission), Office of the General Counsel, Attention: Agency Clerk, 4070 Esplanade Way, Suite 250, Tallahassee, Florida 32399. Protests may also be filed by email to Clerk@flgaming.gov. It is the filing party's responsibility to meet all filing deadlines. Any communication not in accordance with these sections, including questions to the Procurement Officer, will not constitute formal notice of a protest.

**NOTICE PURSUANT TO SECTION 287.057(25), FLORIDA STATUTES**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**NOTICE PURSUANT TO SECTION 287.05701, FLORIDA STATUTES**

The Commission may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor. The Commission may not give preference to a vendor based on the vendor’s social, political, or ideological interests.

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| --- | --- | --- | --- |
| **Attachment** | **Name** | **TO BE COMPLETED AND RETURNED** | **Attached for Reference Only** |
| **A** | **Scope of Work** | **☐** | **☑** |
| **B** | **Draft Standard Contract** | **☐** | **☑** |
| **C** | **Cost Proposal** | **☑** | **☐** |
| **D** | **Mandatory Requirements for Evaluation** | **☑** | **☐** |
| **E** | **References Form** | **☑** | **☐** |
| **F** | **Staffing Plan** | **☑** | **☐** |
| **G** | **Evaluation Criteria and Evaluator Scoresheet** | **☐** | **☑** |
| **H** | **Affidavit – Notice of Trade Secret** | **☑** | **☐** |
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| **J** | **Certifications and Assurances** | **☑** | **☐** |
| **K** | **PUR 2024 – Part A: Use of Coercion for Labor and Services; Part B: Provision of Commodities Produced by Forced Labor** | **☑** | **☐** |

# INTRODUCTION

**1.1 General Instructions To Respondent**

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document that must be downloaded for review. This document need not be returned with the Respondent’s Response. Form PUR 1001 may be accessed at: [State Purchasing (PUR) Forms / State Agency Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com)](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

THE COMMISSION HAS CHOSEN TO USE THE ITN FORMAT FOR THIS PROCUREMENT BECAUSE IT WANTS VENDORS TO PROPOSE THE BEST METHOD FOR ACHIEVING THE GOAL OF THIS ITN AND SOLVING THE PROBLEM STATED HEREIN. THEREFORE, ALTHOUGH THE ITN MAY USE MANDATORY WORDS LIKE “SHALL,” “WILL,” OR “MUST,” AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE COMMISSION RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS AND RESOLVE ANY ISSUES IN THE NEGOTIATION PHASE. THEREFORE, THE COMMISSION RESERVES THE RIGHT TO REVIEW THE ENTIRE RESPONSE TO DETERMINE IF IT ACHIEVES A LEVEL OF COMPETENCY WORTHY OF FURTHER NEGOTIATIONS; REGARDLESS OF WHETHER INDIVIDUAL REQUIREMENTS HAVE BEEN ADDRESSED OR NOT. HOWEVER, VENDORS THAT FAIL TO PROVIDE SIGNIFICANT PORTIONS OF THE SOLUTION OR ADDRESS SIGNIFICANT PORTIONS OF THE PROCUREMENT MAY STILL BE DEEMED NONRESPONSIVE. IN ADDITION, THERE IS NO GUARANTEE THAT SUCH DEVIATIONS WILL BE DEEMED IN THE STATE’S BEST INTEREST OR ANY RESPONSE CONTAINING THOSE DEVIATIONS PARTICIPATE IN THE NEGOTIATIONS. USE OF THE TERMS “SHALL,” “WILL,” AND “MUST” INDICATE THE COMMISSION’S INITIAL VIEW OF THE VALUE OF SUCH ITEMS. VENDORS HAVE THE OPPORTUNITY TO SUGGEST ALTERNATIVES IN THE ITN PROCESS, BUT THERE IS NO GUARANTEE THAT THE COMMISSION WILL AGREE THE DEVIATIONS ARE IN ITS BEST INTEREST OR CREATE THE BEST VALUE FOR THE STATE.

* 1. **Purpose**

As set forth in section 551.118, Florida Statutes, the State Legislature established a Compulsive or Addictive Gambling Prevention Program (“Program”) that requires the Florida Gaming Control Commission (“Commission”) to recognize problem gaming situations and to implement responsible gaming programs and practices. The Commission is issuing this Invitation to Negotiate (“ITN”) to provide services related to the prevention of compulsive and addictive gambling.

* 1. **Questions Being Explored**

The following questions are being explored:

1. How will the vendor provide a robust and comprehensive Compulsive or Addictive Gambling Prevention Program that complies with statutory requirements?
2. How will Help Services be provided which shall include the provision of a toll-free gambling telephone Help Line and a problem gambling website be provided?
3. How will Advertising Services be provided?
4. How will Slot Machine Gambling Facility Employee Training Services be provided?
5. How will Community Outreach Services be provided?
6. How will the vendor staff and administer the program to ensure monthly reporting requirements?
	1. **Timeline Of Events**

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent’s responsibility to check for any changes. All changes to the Timeline of Events will be made through addendums to the solicitation on the Vendor Information Portal (VIP). Respondents are responsible for submitting all required documentation by the dates and times (Eastern Time) specified below (or as revised by addenda). The Commission will not consider late submittals.

|  |
| --- |
| **TIMELINE OF EVENTS** |
| **Event** | **Time****(Eastern)** | **Date** |
| ITN posted on the Vendor Information Portal (VIP) | Before 5:00 p.m. | 10/01/2024 |
| Deadline to submit questions to the Procurement Officer. | 5:00 p.m. | 10/21/2024 |
| **Anticipated** date of answering Respondents’ questions on VIP | 5:00 p.m. |  11/08/2024 |
| **Deadline to submit Response and all required documents to the Procurement Officer. All Responses must be mailed or hand -delivered to:****Florida Gaming Control Commission****Division of Administration****Attn: Lisa M. Mustain, Director of Administration****4070 Esplanade Way, Suite 250****Tallahassee, FL 32399-7033****(Fax & Email Not Acceptable)** | **5:00 p.m.** |  **12/19/2024** |
| Public bid opening of Technical Responses(non-mandatory) Conference Room TBD4070 Esplanade Way, Suite 250, Tallahassee, FL 32399 | 2:00 p.m. | 12/20/2024 |
| **Evaluation of Technical Responses (Price Responses will be evaluated by the Procurement Office during the evaluation stage).** |  |  12/21/2024 |
| **The Negotiation Committee will start negotiations** |  |  01/06/2025 |
| **Anticipated** date to post Notice of Intent to Award on VIP. | N/A | TBD |
| **Anticipated** Contract Start Date | N/A | TBD |

* 1. **Pre-Solicitation Conference:** A Pre-Solicitation Conference will not be held.
	2. **Definitions**

**BAFO –** Best and Final Offer

**Business Day –** Monday through Friday, inclusive, except for those holidays specified in section 110.117, Florida Statutes, from 8:00 a.m. to 5:00 p.m., Eastern Standard Time.

**Calendar Day –** Refers to all days, including weekends and holidays.

**Commission** – The Florida Gaming Control Commission

**Confidential Information** – Information in the possession or under control of the State or Vendor that is exempt from public disclosure pursuant to section 24, Article I of the Constitution of the State; the Public Records Law, Chapter 119, Florida Statutes; or to any other Florida law, federal law or regulation that serves to exempt information from public disclosure.

**Contract** – A binding agreement that results from this competitive procurement, if any, between the Commission (FGCC) and the Vendor. (This definition replaces the definition in the PUR 1000) [PUR 1000 (General Contract Conditions).pdf (ccplatform.net)](https://dms-media.ccplatform.net/content/download/2933/file/PUR%201000%20%28General%20Contract%20Conditions%29.pdf).

**Contract Execution Date** – The date the Contract is signed by both parties.

**Contractor** – A vendor or joint venture, as described in chapter 607, Florida Statutes, that enters a Contract because of this solicitation. For this document, the term, Respondent” means a potential Contractor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent’s team.

**Contractor Representative** – The Contractor’s employee who is primarily responsible for executive oversight of the Contractor’s performance of its duties and obligations pursuant to the terms of the Contract. The Contractor Representative will also be the point of contact for escalation of any matter that the Commission is unable to resolve to its satisfaction.

**Contract Manager** – The representative designated by each Party to manage and maintain all aspects of the Contract, monitor performance expectations, and provide all specified reporting documents, and serves as the primary point of contract for the purposes of this Contract.

**Cost Response or Proposal** – A Respondent’s completed Attachment C – Cost Proposal, which the Procurement Officer will score.

**Deliverable(s) –** Unless stated otherwise, any services or tasks required under this Contract, including attachments and addenda to this Contract.

**End of Contract Transition Plan** – A plan that details the activities that will occur in the event of Contract termination or expiration as described in Attachment A, Scope of Work

**Florida Gaming Control Commission -** Could be referred to “FGCC” or the “Commission”.

**MyFloridaMarketPlace (MFMP)** – The State’s eProcurement system. MyFloridaMarketPlace is accessible at: [MyFloridaMarketPlace / State Purchasing /](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace) [Business Operations - Florida Department of Management Services](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace)

**Reply, Response and Proposal** – Reply, Response and Proposal are synonymous within this ITN document.

**Response** - The proposal extended to the Commission in response to an Invitation to Negotiate. The term “Response” means the complete response of the Respondent to the ITN, including property completed forms and all supporting documentation.

**Respondent** – A vendor, contractor, or joint venture, as described in chapter 607, Florida Statutes, that has submitted a bid, proposal, or response in response to the solicitation.

**Responsive Response** – A Response, submitted by a responsive and responsible vendor/contractor that conforms in all material respects to the solicitation.

**Responsible Vendor/Contractor** – A vendor or contractor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**Responsive Vendor/Contractor** – A vendor or contractor that has submitted a bid, proposal, or Response that conforms in all material respects to the solicitation.

**Subcontractor** – A person or entity contracting to perform any portion of the services described in the Commission’s contract with the Contractor, upon Commission approval.

**State** – The State of Florida.

**Vendor(s)** – An entity that is capable and in the business of providing a commodity or service like those within this solicitation and is registered to do business with the State.

**Vendor Information Portal (VIP)** – The State’s bidding system developed in accordance with section 287.042(3)(b)2, Florida Statutes. The Vendor Information Portal is accessible at: <https://vendor.myfloridamarketplace.com/>.

**1.7 Minority Business Enterprise (MBE) Utilization**

The Commission encourages small, minority, women, and service-disabled veteran businesses to compete for Commission contracts, both as vendors and subcontractors. The Commission, its vendors, suppliers, and consultants should take all necessary steps to ensure that small, minority, women, and service-disabled veteran businesses can compete for and perform contract work for the Commission.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at: [Office of Supplier Diversity (OSD) / Agency Administration / Florida Department of](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd) [Management Services - DMS (myflorida.com)](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

* 1. **Limitation on Contract with Government Personnel (Subsection 287.057(25), Florida Statutes**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the Commission posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents.

Violation of this provision may be grounds for rejecting a Response.

**1.9 Limitation on Contract with Government Personnel (Subsection 287.057(25), Florida Statutes) Special Accommodations**

Any person requiring a special accommodation due to a disability should contact the FGCC’s Americans with Disabilities Act (ADA) Coordinator at (850) 794-8028 or ADA.Coordinator@flgaming.gov at least five (5) Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

**1.10 Governance**

The solicitation is governed by Florida law, including chapters 287 and 120, Florida Statutes, and chapters 60A-1 and 28-110 of the Florida Administrative Code.

**1.11 Respondent’s Representation and Authorization**

In submitting a Response, the Respondent certifies that it understands, represents, and acknowledges the following:

1. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
2. The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
3. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Response.
4. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any other Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
5. The Respondent has fully informed the Commission in writing of all convictions of the Respondent, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the Respondent and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), Florida Statutes). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
6. Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
* Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or as within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
1. The products and services offered by the Respondent conform to the specifications contained herein without exception.
2. The Respondent has read and understands the terms and conditions listed in the Standard Contract, and the submission is made in conformance with those terms and conditions.
3. If an award is made to the Respondent, the Respondent agrees that it will execute the Standard Contract.
4. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Response.
5. The Respondent shall indemnify, defend, and hold harmless the Commission, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent’s preparation of its Response.
6. All information provided by, and representations made by the Respondent are material and important and will be relied upon by the Commission in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Commission and Customers of the true facts relating to the submission of the Response. A misrepresentation may be punishable under law.
7. If, at any point during the procurement, circumstances change so that any of the above acknowledgments are no longer true, Respondent will notify the Procurement Officer as soon as practicable.
8. By submitting a Proposal, the Respondent agrees to and waives any objections to requirements contained in the solicitation, including any addenda thereto.

The Commission reserves the right to deem the Respondent non-responsive or non-responsible based on any information provided in, or omitted from, the Respondent’s Response related to the certifications of this section.

#  THE INVITATION TO NEGOTIATE (ITN) PROCESS

1. 1. **General Overview**

This section is only intended to be an overview. Read the solicitation in its entirety for further details. In the event of a conflict between this overview and another section of this ITN document, the other section of the ITN document will control. The ITN is a method of competitively soliciting a commodity or contractual service under chapter 287, Florida Statutes. Under this ITN, there will not be a pre-Response conference. Vendors may submit questions regarding this ITN to the Procurement Officer during the Question-and-Answer Period provided in Section 1.4, Timeline. Respondents must submit Responses by the deadline listed in Section 1.4, Timeline. The Commission will open Responses at a public opening. After the public opening, the Procurement Officer will review Responses in accordance with Section 3.2, Review of Mandatory Responsiveness Requirements. Responses that the Procurement Officer determines are responsive to the ITN will be evaluated by the evaluation team. After evaluation, the Procurement Officer will compile the final evaluation scores to determine the competitive range of Responses reasonably susceptible of award (Competitive Range). The Competitive Range will consist of the five highest-scoring responses unless there are fewer than five responsive Respondents. The Commission may select Respondents within the Competitive Range with which to commence negotiations. After negotiations are conducted, the Commission will award the Contract to the responsible and responsive Respondent that the Commission determines will provide the best value to the State, based on the selection criteria. The Commission may accept or reject all proposals, and waive any minor irregularity, technicality, or omission if the Commission determines that doing so will serve the State’s best interests.

This solicitation will be administered through the VIP. Vendors interested in submitting a Response should meet or exceed the requirements within this document.

* 1. **Procurement Officer**

In accordance with section 21 of the PUR 1001 [State of Florida (ccplatform.net)](https://dms-media.ccplatform.net/content/download/2934/file/PUR%201001%20General%20Instructions%20to%20Respondents.pdf) the Procurement Officer is the sole point of contact for this ITN. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Response. The contact information for the Procurement Officer is:

Name: Lisa M. Mustain, PMP, CPPB

Division of Administration

State of Florida, Florida Gaming Control Commission 4070 Esplanade Way,

Suite 250 Tallahassee, FL 32399-7033 Email : Lisa.Mustain@flgaming.gov

* 1. **\*\*\*All Emails to the Procurement Officer must contain the solicitation number in the subject** **Line of the email \*\*\***
	2. **Objective**

The Commission is issuing this ITN to establish a Contract for a Compulsive or Addictive Gambling Prevention Program that provides a Helpline, advertising, community outreach services, and slot machine gaming facility employee training services, at a minimum. The Commission reserves the right to award to one Respondent, statewide or by region, or to make no award, as determined to be in the best interest of the State.

**The Commission encourages collaborative work between vendors offering these services to ensure the best value for the State.**

1. 1. **Pre-Response Conference**

The Commission will not hold a pre-response conference.

* 1. **Question and Answer Period**

The Commission invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted to the Procurement Officer by the time and date reflected in the Timeline of Events, Section 1.4 Respondents are strongly encouraged to ask any questions regarding this solicitation, including the proposed Contract terms and conditions, prior to the deadline to submit questions. Questions will not constitute a formal protest of the specifications of the solicitation.

Potential Respondents may submit written questions to the Procurement Officer by the deadline listed in Section 1.4, Timeline. Questions may include requests for clarification regarding the terms, conditions, and requirements of the ITN and its attachments and any process described in those documents. If terms included in the Standard Contract are impractical or impossible for legal or operational reasons, potential Respondents are encouraged to submit questions regarding the Commission’s acceptance of specified alternative terms.

**\*\*\* Place the solicitation number in the subject line of all emails containing questions. \*\*\***

**Questions do not constitute a formal protest of the specifications or of the solicitation.**

* 1. **Public Opening of Responses**

The Commission will open the Responses in a public opening at the date, time, and location noted in Section 1.4, Timeline.

* 1. **Addenda to the ITN**

The Commission reserves the right to make changes to this ITN by posting addenda on the VIP. It is the Respondents responsibility to check for any posted addenda on the VIP.

1. **RESPONSE INSTRUCTIONS**
	1. **Respondent’s Representation and Authorization**

The State of Florida PUR 1001 -General Instructions to Respondents, contains general and special instructions to Respondents. The PUR 1001 can also be accessed at: <http://dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms>.

The Special Instructions are in Section 7 of this ITN document. In accordance with Rule 60A-1.002, Florida Administrative Code, in the event any conflict exists between the Special Instructions and General Instructions, the Special Instructions will prevail.

Section 5, and 9 of the PUR 1001 are replaced with the following:

Responses shall be submitted in accordance with Section 3.4, How to Submit a

Response, of the ITN document.

Section 5. Questions. Questions shall be submitted in accordance with Section 2.6, Question and Answer Period, of the ITN document.

 Section 9. Respondent’s Representation and Authorization.

1. In submitting its Response, the Respondent understands, represents, and acknowledges the following:
* The Respondent is not currently under suspension or debarment by the State of Florida or any other governmental authority.
* The Response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Response.
* The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed (and will not be disclosed prior to the solicitation opening) to any Respondent or potential Respondent.
* The Respondent will conform to the terms and conditions of Attachment B, Draft Contract without exception, or, where any revision or exception is proposed, Respondent will provide a draft of an alternative.
* If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the Commission.
* The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Response.
* The Respondent shall indemnify, defend, and hold harmless the Commission and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent’s preparation of its Response.
* All information provided by, and representations made by, the Respondent may be considered material and may be relied upon by the Office in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Commission of the true facts relating to submission of the Response. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817, F.S.
1. In submitting a Response, the Respondent understands, represents, and acknowledges the following (NOTE: If the Respondent cannot certify to any of following, the Respondent shall submit with its Response a written explanation of why it cannot do so. The Respondent’s explanations may result in the Respondent being found to not be a responsible or responsive vendor as defined in sections 287.012(25) and (27), Florida Statutes):
* To the best of the knowledge of the person signing the Response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
* Respondent currently has no delinquent obligations to the State of Florida, including a claim by the State of Florida for liquidated damages under any other contract.
* The Respondent has fully informed the Commission in writing of all convictions of the company, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the company and its affiliates for violation of state or federal antitrust laws with respect to a public contract and for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employment of another company.
* Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
1. Has within the preceding three years been convicted of or had civil

 judgment rendered against them or is presently indicted for or otherwise

 criminally or civilly charged for commission of fraud or a criminal offense

 in connection with obtaining, attempting to obtain, or performing a

 federal, state, or local government transaction or public contract;

 violation of federal or state antitrust statutes; or commission of

 embezzlement, theft, forgery, bribery, falsification or destruction of

 records, making false statements, or receiving stolen property; or

1. Has, within a three-year period preceding this certification, had one or

 more federal, state, or local government contracts terminated for cause

 or default.

* 1. **Mandatory Responsiveness Requirements**

A Respondent whose Response does not meet the mandatory responsiveness

requirements will be deemed non-responsive and will not be considered for Contract

award. Mandatory responsiveness requirements are set forth in Attachment D, Mandatory Requirements for Evaluation.

* 1. **Two Separated Submission**

There must be two separate submissions: the Technical Requirements Response is required to be in a separate sealed envelope, and the Cost Response must be a separate sealed envelope.

 **3.4 How to Submit a Response**

The Respondent should submit its Response in accordance with the below**:**

**3.4.1 Response Contents**

It is a mandatory requirement of this ITN that the Response contain the specified documents and address all items listed below. Responses to the ITN should be prepared using simple terms and minimal technical or industrial specific language. The Commission will not accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent’s Response. In submitting its Response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Respondents **must not** disclose cost information in the body of the Technical Proposal. Including cost information will cause the Proposal to be disqualified.

The Respondent must organize its proposal submittal contents as follows:

1. **Tab 1 – Mandatory Attachments/Certifications**

Respondents must complete and submit the following mandatory information or documentation as part of their response by the time specified in Section 1.4. Any response which does not contain the information below will be deemed non-responsive to this ITN.

 Attachment E – Reference Form

 Attachment F – Staffing Plan

 Attachment H – Affidavit – Notice of Trade Secret

 Attachment J – Certification and Assurances

 Attachment K – PUR 2024 Part A: Use of Coercion for Labor and Service.

 Part B: Provision of Commodities Produced by Forced Labor.

 CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification, if certified with the Florida Department of Management Services (DMS).

1. **Tab 2 – Mandatory Technical Requirements (SEALED SEPARATELY)**

 **Technical Proposal - The Technical proposal must propose all aspects of providing a Compulsive or Addictive Gambling Prevention Program. Proposals must provide a clear and complete approach to providing a Helpline, Advertising, Training and Community Service, at a minimum as required within the Scope of Work (Attachment A).**

One (1) original, signed, and sealed Technical Proposal, two (2) paper copies of the signed original, and one (1) electronic copy of the signed original Technical Proposal (on electronic media) must be submitted no later than the date and time set forth in Section 1.4, Timeline.

Refer to Section 3.6 and 3.7 for information on redacting confidential information, if applicable.

1. **Mandatory Cost Proposal (SEALED SEPARATELY)**

**Cost Proposal**

One (1) original signed and sealed Attachment C, Cost Proposal, two (2) paper copies of the signed original and one (1) electronic copy of the signed original Cost Proposal (on electronic media. Attachment C, Cost Proposal, must be submitted in a sealed package separate from all other attachments and submitted no later than the date and time set forth in timeline. No additional documentation should be included in the Cost Proposal envelope.

**3.4.2 Proposal Labeling**

**Technical Proposal**

The Technical Proposal should be **sealed** and identified as follows:

**FGCC ITN 24/25-07**

**Invitation to Negotiate for Compulsive or Addictive Gambling Prevention Program Due:**

**Respondent’s Name:**

**TECHNICAL PROPOSAL**

**Cost Proposal**

The Cost Proposal should be **sealed** and identified as follows:

**FGCC ITN 24/25-07**

**Invitation to Negotiate for Compulsive or Addictive Gambling Prevention Program Due:**

**Respondent’s Name:**

**COST PROPOSAL**

**3.4.3 Terms and Conditions**

All Responses are subject to the terms of this solicitation.

The Commission will not accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent’s Response. In submitting its Response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

**3.4.4 Questions**

Questions shall be submitted in accordance with the ‘Question Submission’ section of this solicitation.

Responses must be delivered in sealed packages per specific instructions set forth in Section 1.4, Timeline. The Respondent must clearly label the outside of the sealed packages with the ITN number, Due Date and Respondent’s name.

**SECTION 1.4, TIMELINE, SPECIFIES THE DEADLINE AND ADDRESS FOR RESPONSE SUBMISSION. RESPONSES SUBMITTED BEYOND THE DEADLINE OR TO A DIFFERENT LOCATION WILL NOT BE CONSIDERED.**

**3.5 Disclosure of Response Contents**

All documentation submitted as a Response to the ITN will become the exclusive property of the Commission and will not be returned to the Respondent. Responses received by the Commission may be disclosed pursuant to a public records request, subject to any confidentiality claims and the timeframes identified in section 119.071(1)(b), Florida Statutes. The Commission has the right to use any or all ideas or adaptations of the ideas presented in any Response. Selection or rejection of a Response will not affect this right.

**3.6. Confidential Response Materials and Redacted Submissions**

In addition to the public records requirements in the General Instructions to Respondents (PUR 1001) [PUR 1000 (General Contract Conditions).pdf (ccplatform.net)](https://dms-media.ccplatform.net/content/download/2933/file/PUR%201000%20%28General%20Contract%20Conditions%29.pdf), if the Respondent considers any portion of its Response to be Confidential Information or exempt from disclosure under chapter 119, Florida Statutes, or other legal authority (Public Records Law), then the Respondent must simultaneously provide the Commission with an unredacted version of the materials and a separate redacted electronic copy of the materials. If providing both a redacted and unredacted copy, the Respondent should mark the unredacted version of the document as “Unredacted Version – Contains Confidential Information” and place such information in an encrypted electronic sealed separate envelope. If the Respondent fails to submit a redacted copy of its Response, the Commission is authorized to produce the entire unredacted Response submitted to the Commission in response to a public records request.

**3.7 Redacted Submissions**

If submitting a redacted version of its Response, the Respondent should mark the redacted electronic copy with the Respondent’s name, Commission’s, ITN name and number, and the words “Redacted Copy.” The redacted copy should only redact those portions of material for which a Respondent can legally support a claim that the information is Confidential Information or exempt from disclosure pursuant to Public Records Law. In the redacted copy, the Respondent shall redact and maintain in confidence any materials the Office provides or seeks regarding security of a proposed technology system or information subject to sections 119.011(14), 119.071(1)(f), and 119.071(3), Florida Statutes. In addition, the Respondent must submit a separate index listing the Confidential Information or exempt portions of its Response. The index should briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The redacted copy will be used to fulfill public records and other disclosure requests and will be posted on the FACTS website.

**3.8 Respondent’s Obligations to Defend its Claims**

The Commission is not obligated to agree with a Respondent’s claim of exemption or Confidential Information. By submitting a Response, the Respondent agrees to defend its claim that each and every portion of its redactions is exempt from inspection and copying under Florida’s Public Records Law. By submitting a Response, the Respondent agrees to protect, defend, and indemnify the Commission for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Response are Confidential Information or otherwise not subject to disclosure. The Commission may use the counsel of its choosing to defend any such claims, and the Respondent shall promptly pay the Commission’s invoices for legal services monthly for all costs and expenses, including legal fees, incurred in defending such claims.

**3.9 Firm Offer**

Any Response, interim revised Response, or BAFO shall remain firm and shall not be withdrawn or modified for at least three hundred sixty-five (365) Calendar Days after submission except as specified in Section 4.10, below, unless otherwise agreed upon by the Commission, Division of Administration. If a Contract is not executed within three hundred sixty-five (365) Calendar Days of such submission, the Response, interim revised Response, or BAFO shall remain firm until either a Contract is executed or the Commission receives from a Respondent written notice that its Response, interim revised Response, or BAFO is withdrawn. Nothing in this subsection will prevent a Respondent from submitting a lower price offer so long as the lower price offered does not reduce the scope of services included in any prior offer.

**3.10 Withdrawal and Modification of Responses**

The Respondent may modify its Response at any time prior to the submittal deadline, as specified in Section 1.4, Timeline, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Proposal must be in writing and signed by an authorized signatory of the Respondent. A submitted Response may be withdrawn from consideration by the Commission if the Respondent submits a signed, written request for withdrawal to the Procurement Officer within seventy-two (72) hours after the deadline for Response submittal. Upon receipt and acceptance of such a request, the entire Proposal will be returned to the Respondent and will not be considered unless resubmitted by the Proposal due date and time.

**3.11 Reservations**

The Commission reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP. It is the Respondent’s responsibility to check VIP for any changes throughout the procurement process and prior to submitting a Response.

In addition to any other rights reserved or afforded to the Commission under this ITN and under applicable law, the Commission reserves the right to:

1. Cancel this ITN at any time prior to the Commission’s execution of the Contract, without incurring any cost obligations or liabilities.
2. Accept or reject any Response at any time.
3. Modify any dates set or projected in this ITN.
4. Waive minor informalities or irregularities in Responses.

**3.12 Additional Information**

The Commission reserves the right to seek information from outside sources regarding the Respondent and the Respondent’s offerings, capabilities, references, or performance if the Commission determines that such information is pertinent to the ITN. The Commission may consider such information throughout the solicitation process including, but not limited to, when determining whether the award is ultimately in the best interest of the State. This may include, but is not limited to, the Commission engaging consultants, subject matter experts, and others to ensure that the Commission has a complete understanding of the information provided pursuant to the solicitation.

1. **SELECTION METHODOLOGY**

**4.1 Review of Mandatory Responsiveness Requirements**

The Procurement Officer will review each Response to determine whether the Response satisfies the minimum responsiveness requirements set forth in Attachment D, Mandatory Requirements for Evaluation. Only those Responses that meet the mandatory responsiveness requirements will be evaluated. A Respondent who submits a Response that does not satisfy the minimum responsiveness requirements will be deemed non-responsive and will not be considered for Contract award.

**4.2 Evaluation Team**

The Commission’s evaluation team will consist of at least three (3) persons who collectively have experience and knowledge of the program areas and service requirements. Each Evaluator, working independently, will award a numerical score using whole numbers to assess the contents of each Respondent’s Technical Reply. The evaluation team shall evaluate replies against all evaluation criteria set forth in the ITN to establish a competitive range of replies reasonably susceptible of award. The competitive range is the top three (3) scored responses on the Technical Response only.

The Commission will conceal pricing information from evaluators and provide instructions to the evaluators to disregard pricing information in their evaluation of Responses if pricing is noted in the technical responses.

**4.3 Evaluation Criteria & Scoring Methodology**

Each Response will be evaluated as set forth in Attachment G, Evaluation Criteria and for further information see the Evaluator Score Sheet included in this attachment.

Technical proposals will be scored by the evaluation team based on the evaluation criteria specified in Attachment G, Evaluation Criteria. The total raw scores provided by each team member will be averaged together. These average scores will be used to determine each Respondent’s Technical Proposal score. Cost Proposals, Attachment C will be scored by the Procurement Officer based upon the scoring methodology provided in Attachment G, Evaluation Criteria. Each respondent’s overall score will consist of the average technical proposal score plus the cost proposal score.

The scoring methodology is outlined below:

|  |  |
| --- | --- |
| **Response** | **Available Points** |
| Technical Response | **85** |
| Cost Response | **15** |
| **Total Avalable Points (A + B)** | **100** |

**Technical Response - 85 Available Points**

The Respondent may be awarded up to 85 points for its Technical Response in accordance with the evaluation criteria outlined in Attachment G, Evaluation Criteria.

**Cost Response – 15 Available Points**

The Respondent may be awarded up to 15 points for its Cost Response. The Commission will consider the total cost for each year of the Contract, including renewal years, as submitted by the Respondent. The Respondent will receive points based on the scoring methodology provided in Attachment G, Evaluation Criteria.

**4.4 Negotiation Team**

The Commission’s negotiation team will consist of at least three (3) persons who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and services requirements for which contractual services are sought. One of the negotiating team members will be a certified contract negotiator, as required by section 287.057(17)(b)1.

**4.5 Negotiations**

The Commission reserves the right to determine which Respondents will participate in negotiations. The competitive range is the highest three (3) proposals scored in the Technical Response. Achieving the top three (3) scored responses on the Technical Response does not guarantee a Respondent will be asked to negotiate. Regarding the Draft Standard Contract (Attachment B), if necessary, the Procurement Officer will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the Contract will serve the Commission’s needs. The process will continue until a contract is negotiated and executed.

Before award, the Commission reserves the right to seek clarifications, to request response revisions, and to request any information deemed necessary for proper evaluation of responses. Respondent(s) may be requested to make one or more presentations, provide additional references, provide the opportunity for site visits, etc. The Commission reserves the right to require attendance by representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent’s response. Any information the Respondent provides during negotiations constitutes an Interim Revised Response (IRR) and becomes part of the Respondent’s Response. Failure to provide requested information may result in rejection of the Response.

The focus of the negotiations will be on achieving the solution that provides the best value to the State. The Commission reserves the right to negotiate different or additional terms, or the removal of terms, and related price adjustments, if any, if the Commission determines that doing so would be in the best interest of the State or necessary for the effective administration of the Contract; this applies to all of Attachment B, Draft Contact, the Respondent’s Response (including all revisions), and any other document that may become part of the Contract. As used in this paragraph, the word “terms” includes all terms, conditions, or other requirements that will become part of the Contract and includes how those terms are arranged or presented (e.g., revised pricing models or additional attachments).

The negotiation team may consider any information obtained during the evaluation period but is not bound by evaluation team scoring. The negotiation team may reassess any of the evaluation determinations and may consider any additional information that comes to its attention during the negotiations.

Negotiations may include discussions of the terms, conditions, costs, scope of work, and related services to be provided by the Respondent. The negotiation team will not engage in scoring but will arrive at its recommendation by majority vote during a public meeting.

Respondents may be provided an opportunity to recommend enhanced value alternatives and provide information and options during negotiations. The Commission reserves the right to negotiate different terms and related price adjustments if the Commission determines that such changes would provide the best value to the State. The negotiation team may address each proposed alternative during negotiations but is under no obligation to accept a proposed alternative. If the negotiation team determines that a proposed alternative is not acceptable, and the Respondent fails to offer another alternative that is acceptable to the negotiation team, the Respondent may be eliminated from further consideration, or the negotiation team may stop negotiation with that Respondent.

**4.6 Negotiation Location and Attendance**

The Procurement Officer will schedule negotiation sessions and distribute instructions and/or agendas in advance of each negotiation session. The negotiation sessions will be conducted in Tallahassee, Florida (FL) or via online meeting software. The representatives for each Respondent (including a representative authorized to agree to Contract terms on behalf of the Respondent and key proposed Project Team members relevant to the topic being discussed) must plan to be available in person, without interruptions, for the entirety of the Respondent’s scheduled negotiation session(s) in Tallahassee, FL or via online meeting software. The Commission reserves the right to require attendance at negotiation sessions by particular representatives of the Respondent.

**4.7 Revised Responses and Best and Final Offers (BAFOs)**

During the negotiation period, the Commission may request clarification and revisions to Responses (including BAFOs and revised BAFOs) until it is satisfied that it has achieved the best value to the State.

**4.8 Other Commission Rights During Negotiations**

The Commission reserves the right at any time during the negotiation process to:

* Schedule negotiation sessions with any or all responsive Respondents.
* Require any or all responsive Respondents to provide additional, revised, or final Responses addressing specified topics.
* Require any or all responsive Respondents to provide a written BAFO.
* Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondent.
* Arrive at an agreement with any responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
* Decline to conduct further negotiations with any Respondent.
* Re-open negotiations with any Respondent.
* Take any additional administrative steps the Commission deems necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where consistent with the terms of this ITN.
* Review and rely on relevant information contained in the Responses.
* Include subject matter experts or other interested persons in negotiations with vendors, vendor presentations, and meetings at which negotiation strategies are discussed.

**4.9 Selection Criteria for Contract Award**

The negotiators will recommend the award of the Contract to the Respondent that the

negotiators determine will provide the best value to the State based on the following

selection criteria:

1. The Respondent’s articulation and demonstration of its ability to address the

 requirements of Attachment B, Draft Contract, and Attachment A, Scope of Work, as negotiated by the Commission and the Respondent.

1. The Respondent’s use of innovation to address the needs of the services requested.
2. The Commission’s favorability of the terms of the proposed Contract with the Respondent.
3. The Respondent’s experience in addressing services similar in type and scale as what will be required by Attachment B, Draft Contract, and Attachment A, Scope of Work, as negotiated by the Commission and the Respondent.
4. The Respondent’s ability to provide reports, verification of services provided, and statistics as needed to facilitate payment.
5. The experience and skill of the Respondent’s proposed staff relative to the proposed solution and the needs of the Commission; and
6. The Respondent’s pricing, overall costs to the Commission, and the value of the services offered by the Respondent.

The negotiation team may, by majority vote, amend the selection criteria.

A Respondent’s responsiveness and responsibility may be assessed at any point in the

selection process. Respondents whose Responses, past performance and experience, or status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected.

1. **AWARD**

**5.1 Basis of Award**

A Contract may be awarded to the responsible and responsive Respondent whose Response is deemed to be the best value to the State based on the selection criteria.

The Commission reserves the right to determine which Responses are responsive and responsible at any time during the solicitation. Respondents whose Responses, past performance, or status do not reflect the capability, integrity, or reliability to fully and in good faith perform the all the requirements of the Contract may be rejected as not being responsible vendors as defined in section 287.012, F.S. The Commission may request additional information pertaining to the Respondent’s ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after Contract award.

The Commission will not give preference to a Respondent based on the Respondent’s social, political, or ideological interests.

The Commission reserves the right to accept or reject any or all Responses, or separable portions of Responses.

**5.2 Recommendation of Award**

The Procurement Officer will prepare a recommendation of award, based on the Negotiation Team’s recommendation that will be submitted to the Commission’s Executive Director for approval.

* 1. **Executive Director Approval**

The Executive Director will make the final decision for the award after receiving the

recommendation of award from the Procurement Officer.

**5.4. Agency Decision**

The Commission will post a Notice of Intent to Award, stating its intent to enter into a Contract with the selected Respondent on the VIP. If the Commission decides to reject all Responses at any time during the solicitation, the Commission will post a notice to that effect on the VIP.

**5.5. MyFloridaMarketplace (MFMP) Registration**

The awarded Respondent must have a current vendor registration in MFMP, at

<https://vendor.myfloridamarketplace.com>, prior to Contract execution.

The awarded Respondent will be required to pay the required transaction fees as specified in Section 7, General Contract Conditions - PUR 1000 Form [PUR 1000 (General Contract Conditions).pdf (ccplatform.net)](https://dms-media.ccplatform.net/content/download/2933/file/PUR%201000%20%28General%20Contract%20Conditions%29.pdf), unless an exemption has been requested and approved prior to the award of the Contract pursuant to Rule 60A-1.031, F.A.C.

**5.6 Registration with the Department of State**

The awarded Respondent, prior to execution of a Contract, shall provide a PDF file of its current and active registration with the Florida Department of State or, if exempt from registration, the Respondent shall provide a statement to that effect noting the basis for the exemption.

Respondents should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit <https://dos.myflorida.com/sunbiz/>.

**5.7 Completion of Florida Substitute Form W-9**

It is the responsibility of the awarded Respondent to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9.For instructions on how to complete the Florida Substitute Form W-9, please visit <https://flvendor.myfloridacfo.com/>.

**5.8 Equal Responses**

If there are no multiple awards contemplated in the ITN, and the Commission receives equal Responses eligible for award, the Commission will comply with the following, as applicable: sections 287.057(11), 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), Florida Statutes. To clarify the Respondents’ status regarding the applicable statutory preference requirements, the Commission may request information from Respondents with equal eligible Responses. A Respondent will not be permitted to amend or supplement its Response in response to such request for clarification.

1. **CONTRACT FORMATION, EXECUTION OF THE CONTRACT, and CONTRACT ADMINISTRATION**

**6.1 Contract Formation**

The Commission will enter a contract with the awarded Respondent pursuant to Section 5, Award. The Contract will consist of the Draft Contract, all attachments, addenda, appendices, and the best and final offer submitted by the Respondent.

The Respondent shall bring any perceived inconsistencies among any of the provisions of the ITN and its attachments to the attention of the Commission prior to the submission of its Response. At any time during the solicitation, the Commission may specifically identify and incorporate by reference any additional documents that are to be incorporated in the Contract.

The term of the Contract will be three (3) years beginning on the date of execution. The contract may be renewed for up to three (3) years in accordance with section 287.057(14), Florida Statutes. Renewal(s) will be made at the renewal pricing specified in the Contract.

The resulting contract allows the Contractor to subcontract for any of the services provided in the resulting contract. The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Contractor shall not enter any subcontracts for the delivery of any services described in this contract without the prior written approval of the Commission. Proposed use of subcontracts should be included in the Respondent’s response.

The Contract resulting from this solicitation may be renewed. Renewals may be made for no more than three years beyond the initial contract. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by both parties. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Commission and are subject to the availability of funds.

**6.2 Execution of the Contract**

Unless otherwise agreed by the Commission, the awarded Respondent must sign the Contract within seven (7) Calendar Days of receipt of the Contract for execution, unless there is an automatic stay triggered by the filing of a formal protest. If a formal protest is timely filed, the time to sign the Contract will be tolled. The Commission reserves the right to withdraw its Notice of Intent to Award if the Contract is not timely signed, if it determines that it is in the best interest of the State to do so. The Commission also reserves the right to award to another Respondent that submits a BAFO if the Commission does not receive a timely signed Contract from the awarded Respondent.

The Contract will be posted on the Florida Accountability Contract Tracking System (FACTS) at https://facts.fldfs.com, in accordance with section 215.985, F.S., the Transparency Florida Act.

**6.3 Contract Administration**

1. Order of Precedence

If there are conflicting provisions among the documents that make up the Contract, the

order of precedence for the final negotiated documents (based on Best and Final Offer

versions as set forth in the ITN) is as follows:

* + 1. Attachment B, Standard Contract
		2. Attachment A, Scope of Services
		3. Attachment C, Cost Proposal
		4. Any other addenda or attachments.

Without limiting the above, sections of the PUR 1000 [PUR 1000 (General Contract Conditions).pdf (ccplatform.net)](https://dms-media.ccplatform.net/content/download/2933/file/PUR%201000%20%28General%20Contract%20Conditions%29.pdf) are expressly overridden by this

Contract where indicated herein.

1. **SPECIAL INSTRUCTIONS**
	1. **Convicted Vendor, Discriminatory Vendor, and Antitrust Violator Vendor Lists**
2. Convicted Vendor List.

 Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity; may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

1. Discriminatory Vendor List.

 Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal on a contract to provide any goods or services to a public entity; may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids or proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1. Antitrust Violator Vendor List.

 Pursuant to section 287.137, Florida Statutes, a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid or proposal for any new contract to provide any goods or services to a public entity; may not submit a bid or proposal for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid or proposal on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

* 1. **FIRM RESPONSE**

The Commission intends to make an award within 180 days after the date of the opening, during which period Responses shall remain firm and shall not be withdrawn. If an award is not made within 180 days, the Response shall remain firm until the Commission enters into a Contract or the Commission receives from the Respondent written notice that the Response is withdrawn.

* 1. **CLARIFYING INFORMATION**

The Commission may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Response being deemed non-responsive.

* 1. **CONTROL AND OWNERSHIP OF INTELLECTUAL PROPERTY**

At all times during the term, the FGCC reserves the right, in its sole and absolute discretion and with or without notice, to approve, reject, cancel, withdraw, revise and otherwise control (including without limitation any use, quality, appearance, style, medium, delivery, publication, distribution, dissemination, broadcast or physical location thereof), in whole or in part, any and all Intellectual Property (as hereinafter defined) created by or used by or licensed to Contractor, or otherwise in connection with or relating to this Contract.

All rights, title, and interest, including copyright, trademark and trade name interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with FGCC and/or its employees shall be the property of FGCC. Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright, trademark and trade name interests therein, shall be considered works made for hire by the Contractor for FGCC and that such works shall, upon their creation, be owned exclusively by FGCC. To the extent that any such works may not be considered works made for hire for FGCC under applicable law, Contractor agrees to assign and, upon their creation, automatically assigns to FGCC the ownership of such works, including copyright and trademark and trade name interests and any other intellectual property therein, without the necessity of any further consideration.

* 1. **PUBLIC RECORDS**

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, Florida Statutes, provides a broad definition of “public record.” As such, the entirety of the Proposals are public records and are subject to disclosure unless exempt from disclosure by law. If the Respondent considers any portion of its Proposal to be Confidential Information, the Respondent is to mark the document as “confidential” and simultaneously provide the FGCC with a separate, redacted copy of its Proposal. For each portion redacted, the Respondent is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the FGCC’s solicitation name and number and clearly title it, “Redacted Copy.” Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.0701, Florida Statutes, Proposals are exempt from production in response to public records requests until such time as the FGCC provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, the FGCC will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority to which documents that are marked as “confidential” are responsive, the FGCC will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the FGCC will notify the Respondent such an assertion has been made. It is the Respondent’s responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law.

If the FGCC becomes subject to a demand for discovery or disclosure of documents that are marked as “confidential” in a legal proceeding, the FGCC will give the Respondent notice of the demand or request. It will be the Respondent’s responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the FGCC will provide the unredacted materials to the requester.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the FGCC for all claims arising from or relating to the Respondent’s determination that the redacted portions of its Proposal are Confidential Information. If a Respondent fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the FGCC is authorized to produce the entire material submitted to the FGCC in response to a public records request for, or demand for discovery or disclosure of, these records.

The Contractor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Contractor further agrees to hold the FGCC harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed because of an improper disclosure by the Contractor or confidential records whether public record or not and promises to defend the FGCC against the same at its expense. The Contractor shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the FGCC upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

It is expressly understood that Contractor’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract resulting from this ITN and entitles the FGCC to cancel the contract unilaterally. Contractor shall be required to promptly notify the FGCC of any requests made for public records.

* 1. **COST OF RESPONSE PREPARATION**

The costs related to the development and submission of a Response are the full responsibility of the Respondent and are not chargeable to the Commission.

* 1. **INDEPENDENT PREPARATION**

A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other Respondent as to any matter related to the Response each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit, or not submit a Response.

* 1. **COMMISSION’S RIGHTS TO REJECT PROPOSALS**

The Commission may reject any Response not submitted in the manner specified by this solicitation.

Responses that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non- responsive. Respondents whose Responses, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Commission reserves the right to determine which Responses meet the requirements of this solicitation and which Respondents are responsive and responsible.

In this solicitation, the words “should” or “may” indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Commission still reserves the right to waive any minor irregularity if the Commission determines that it is in the best interest of the State to do so. A deviation from a requirement or condition is material if, in the Commission’s discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Response or on the cost to the State.

* 1. **FALSE OR ERRONEOUS INFORMATION**

A Respondent who submits false or erroneous information may be deemed non- responsible, non-responsive or not awarded a Contract. If the Respondent’s Response is found to contain false or erroneous information after Contract award, the Contract may be terminated, and the Commission may pursue any other legal action available.

* 1. **FORCED LABOR VENDOR LIST**

Pursuant to section 287.1346(4)(a)1, the Commission is providing the following information regarding the requirements set forth in section 287.1346, Florida Statutes.  A company on the forced labor vendor list, as such term is defined in section 287.1346(1)(b), may not: (i) submit a bid, proposal, or reply on a contract to provide commodities to an agency, (ii) be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities, or (iii) transact business for the provision of commodities with any agency.  The Commission may not accept a reply from, award a contract to, or transact business pertaining to the provision of commodities with a company on the forced labor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), Florida Statutes.  A company must notify the Department of Management Services within 30 days after gaining actual knowledge that the company has provided to an agency a commodity produced, in whole or in part, by forced labor.



**ATTACHMENT A**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**SCOPE OF WORK**

**1)** **Background and Purpose**

As set forth in section 551.118, Florida Statutes, the State Legislature established a Compulsive or Addictive Gambling Prevention Program (“Program,” “Addictive Gambling Prevention Program” or “AGPP”) that requires the Florida Gaming Control Commission (“FGCC” or the “Commission”), Division of Pari-Mutuel Wagering (the “Division”), to contract for the provision of services related to the prevention of compulsive and addictive gambling. The Program is funded from an annual, nonrefundable regulatory fee paid by each slot machine gambling facility licensee to the Division of Pari-Mutuel Wagering.

The Commission has determined that the Invitation to Negotiate (ITN) public solicitation process would result in the best value for the state through identification of a vendor that possesses the necessary experience, and qualifications needed to provide the required services successfully. The purpose of this solicitation is to establish a contract for provision of professional services to administer the Program. The Contract shall provide the following four core services: 1.) Helpline Services; 2.) Advertising Services; 3.) Slot Machine Gambling Facility Employee Training Services; and 4.) Community Outreach Services.

The terms of any contract for the provision of such services shall include accountability standards that must be met by any private provider. The failure of any private provider to meet any material terms of the Contract, including the accountability standards agreed upon during contract negotiation shall constitute a breach of Contract or ground for nonrenewal.

**2)** **Definitions** (the following definitions shall apply throughout the Contract)

**a)** **“Advertising”** – the act or practice of calling public attention to one’s product, services, need, etc., especially by paid announcements in newspapers and magazines, over radio, or television, on billboards, etc., as well as through paid or unpaid social media. Pursuant to section 551.118, Florida Statutes, advertising shall be made both publicly and inside designated slot machine gambling areas of the licensee’s facilities.

**b)** **“Budget Report”** – The Contractor is required to provide a detailed budget that covers all expenses related to the provision of services. This budget should be comprehensive and inclusive, following the format and line items specified by the Commission. The budget should start with the Contractor's Cost Proposal, which is submitted as attachment C to the response for the Invitation to Negotiate (ITN). Additionally, any budget that has been approved by the Commission for the award of the Contract to the Contractor, as well as any subsequent renewals of the Contract, should also be included. Any changes to the budget will be executed through a formal written amendment to the Contract signed by both parties.

**c) “Promotional Items”** – a promotional giveaway item, such as keychains, designed for long-term use that features the Help Line number.

**d)** **“Commission’ or “FGCC”** – the Florida Gaming Control Commission.

**e)** **“Community Outreach”** – the strategic provision of a wide range of awareness, educational and referral resources, services and activities to targeted audiences by a local authority.

**f)** **“Compulsive or Addictive Gambling Prevention Program” or the “Program”** – the Program established pursuant to Florida Administrative Code 75-14.019 and Chapter 551 of the Florida Statutes pertaining to Slot Machines, by which the Contractor uses techniques to assist vulnerable persons or persons of need and provides data and statistics to the division in regard to the Program.

**g)** “**Contractor”** – the vendor successfully awarded the Contract from this ITN.

**h)** **“Division”** – the FGCC’s Division of Pari-Mutuel Wagering.

**i)** **“Employee”** – any services by the Contractor relating to employees of slot machine gambling facilities shall be deemed to include all relevant personnel of slot machine gambling facilities, irrespective of any contract, independent contractor, or full or part-time status or relationship.

**j)** **“Fiscal Year”** – the State of Florida’s fiscal year, from July 1st through June 30th.

**k)**  **“Hits”** – In connection with Google Analytics (GA), a “hit” is any online request sent to the GA data collection system. This includes page views, events, custom variables, measurement protocol, uploads, etc.

**l)** **“Impressions”** – same as exposures; the number of times content is displayed in a user’s news feed, ticker, social media platform, email inbox, or on a webpage. This number represents how many users saw the content.

**m)**  **“Minimum Quotas”** – Satisfaction by the Contractor of any minimum quotas set forth in this Scope of Work, or the absence of any minimum quotas herein, shall not otherwise excuse the Contractor from full performance of any services or other requirements of this Scope of Work or Contract whatsoever.

**n)** **“Placards”** – two-sided brochure card.

**o) “Problem Gambling vs. Compulsive Gambling vs. Gambling Addiction”** – interchangeable terms to define disordered gambling or someone who does not have the ability to gamble with control and/or experiences difficulties in their life due to their gambling.

**p)** **“Services”** – all the services to be furnished by the Contractor pursuant to this Scope of Work, including without limitation the Advertising Services, Help Services, Slot Machine Gambling Facility Employee Training Services and Community Outreach Services set forth herein.

**q)** **“Unique Users”** – unique users or visitors refers to the number of unique individuals that visit a website within a specific timeframe.

**r)** **“Visit”** – refers to a visitor’s session(s) within a website, in the aggregate. The user can view any number of pages, but the visit as a whole will count as one.

**3) Trade Name**

Subject to approval by the Commission, the Contractor shall operate, administer, and advertise the Program through a trade name relating to problem gambling.

 Trade Name Proposed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4)** **Broad Scope of Services**

As set forth in this Scope of Work and as may further be directed by the Commission, the Contractor shall be responsible for development and provision of a statewide Compulsive and Addictive Gambling Prevention Program in furtherance of section 551.118, Florida Statutes, and Florida Administrative Code Rule 75-14.019, to provide a program that at a minimum, include the following services:

**a)** **Help Services:** to provide information, resources and referrals to members of the public directly or indirectly affected by and/or at-risk of compulsive and addictive gambling. Development of these services, individually and collectively, will be referred to as, “Help Services”. The technical response for each type of Help Services proposed shall include quantifiable performance measures and a cost response budget line item to establish the Help Services accountability standard.

Help Services shall include the provision of a toll-free gambling telephone Help Line and a problem gambling website.

Help Services may also include other alternative public assistance platforms providing direct contact to Help Services, such as text messaging, peer counseling, interactive live chat on the website, and mobile app services, etc. The Help Services may also include providing resource materials, such as self-help materials or informational brochures for distribution to patrons when they call the Help Line for assistance, etc.

**b)** **Advertising Services:** to promote and encourage responsible gambling practices and to publicize a gambling telephone Help Line. Advertising Services must include both publicly and inside the designated slot machine gambling areas of the licensee’s facilities. Development of these services individually and collectively, will be referred to as “Advertising Services”. The technical response for each type of Advertising Services proposed shall include quantifiable performance measures and a cost response budget line item to establish the Advertising Services accountability standard.

Advertising Services shall include billboards publicizing the Help Line and participate in Problem Gambling Awareness Month (PGAM).

Advertising of the Help Line may include other mediums such as, web, social media, email, radio, TV, newsletters, public transit, and kiosks, etc.

**c)** **Slot Machine Gambling Facility Employee Training Services:** to provide Compulsive or Addictive Gambling Prevention Program training to employees of slot machine gambling facilities duly licensed in the State of Florida. Development of these services, individually and collectively, will be referred to as “Slot Machine Gambling Facility Employee Training Services”. The technical response for each type of Slot Machine Gambling Facility Employee Training Services proposed shall include quantifiable performance measures and a cost response budget line item to establish the Slot Machine Gambling Facility Employee Training Services accountability standard.

The training program may include providing resource materials, such as self-help materials for distribution to patrons by employees, etc.; and

**d)** **Community Outreach Services:** to produce and distribute information, resources, and referrals to, and raise awareness, generate support, foster cooperation, and establish strategic partnerships between public, nonprofit and private sectors in the community for the benefit of, populations affected by and/or at-risk of compulsive and addictive gambling. Development of these services, individually and collectively, will be referred to as “Community Outreach Services”. The technical response for each type of Community Outreach Services proposed shall include quantifiable performance measures and a cost response budget line item to establish the Community Outreach Services accountability standard.

As further set forth herein and as may be established by the Commission from time to time, and unless otherwise directed by the Commission, the Contractor shall be responsible for providing, always throughout the term, the Help Services, Advertising Services, Slot Machine Gambling Facility Employee Training Services and Community Outreach Services (collectively, “services”). Respondents are encouraged to think outside the box but shall address the four core services in a manner that presents the best value the Contractor can provide to the state. The Commission is also interested in considering value-added services that would be beneficial or may otherwise complement the services required in this Scope of Work.

The Contract terms, conditions, and performance measures (also known as minimum quotas) must be developed by the Contractor with much aforethought as these will be binding once the final Contract has been negotiated.

The Contractor providing services on behalf of the Program shall serve clients (“Clients”), as applicable, all members of the public, including without limitation individuals directly or indirectly in need of compulsive and addictive gambling or preventative services for themselves, a friend, or a family member, and any resident of or visitor to the State of Florida to encourage responsible gambling practices at slot machine gambling facilities duly licensed in Florida, their patrons, and/or their employees.

**The following is an outline or guide which respondents may use to draft their reply to this ITN**. All the core services and any services that are statutorily required must be included in your reply. **While not every sub-service of the core services listed must be included in your reply**, if you decide to include them consider the informational parameters given in this guide in the development of a statewide Compulsive and Addictive Gambling Prevention Program and writing your reply.

The Commission will expect that each technical response will fully address and include the level of service that will be provided, minimum quotas (performance measures), and corresponding deliverables. If your reply includes value-added services above and beyond what is outlined in this guide, or services in lieu of those listed as sub-services, they must also include the level of service provided, minimum quotas (or performance measures), and corresponding deliverables.

**5)** **Help Services**

Help Services shall include a toll-free gambling telephone Help Line and a problem gambling website (the “Website”). Help Services may include, but are not constrained by or limited to, other alternative public assistance platforms for the Help Line contact, such as test messaging, website live chat, social media, email, and mobile app, etc.

**Additional features / services required in Help Services include:**

1. **Help Line:** The Contractor shall be responsible for operating, always throughout the Contract term, unless otherwise directed by the Commission, a problem gambling telephone Help Line (the “Help Line”). Subject to approval by the Commission, the telephone number to the Help Line shall feature a toll-free vanity number with phone word(s) relating to problem gambling.

**i)** **Continuous Availability:** Unless otherwise directed by the Commission, the Help Line shall be always live and available throughout the Contract term, twenty-four (24) hours per day, seven (7) days per week, including state holidays. The Help Line shall have a voice message feature. In the event of any disruption in service, whether telephone or any alternative manner of contact set forth below, the Contractor shall promptly notify and provide the Commission with written documentation of said disruption, including the length and cause of disruption, and any corrective action or plan initiated by the Contractor.

**b)** **Website:** In connection with the Help Line and always throughout the Contract term unless otherwise directed by the Commission, the Contractor shall, utilizing a domain name subject to approval by the Commission, develop and make available to Help Line contacts a problem gambling website (the “Website”).

1. **Continuous Availability**: The Website shall be always available throughout the Contract term, twenty-four (24) hours per day, seven (7) days per week, including holidays. In the event of any disruption in service, the Contractor shall promptly notify and provide the Commission with written documentation of said disruption, including the length and cause of disruption, and any corrective action or plan initiated by the Contractor.

**c)** **Staffing and Response Time:** Always throughout the Contract term, unless otherwise directed by the Commission, the Contractor shall staff the Help Line with a minimum number of operators at or above the legal age to gamble within the State of Florida, who possess the necessary expertise and experience or may be sufficiently trained for successful operation of the Help Line.

Operators provide around-the-clock supportive intervention, information, resource, and referral counseling services to persons seeking assistance by phone, as well as accessing the Help Line via other optional alternative public assistance platforms included in the technical response.

In the event a call cannot be answered immediately due to capacity, calls can be placed in a queue and promptly answered in the order in which they are received, and callers shall be provided with the option to leave a callback number.

For some of the optional alternative public assistance platforms included in the technical response that provide for assistance through less immediate manner of contact, such as by email or social media, the Contractor shall respond as quickly as possible, and in any event within twenty-four (24) hours.

Persons, who reach the Help Line or reach out by any other available form of contact, shall not be assessed any charges by the Contractor related to calls or any other available manner of contact, or for any help, referral or other services provided in connection therewith.

The Contractor shall indicate the minimum number of staff which shall be available under this Contract to man the Help Line to afford the Commission with around-the-clock coverage.

Quota example: Minimum number of operators proposed: \_\_\_\_\_

**d)** **Database:** Always throughout the Contract term, unless otherwise directed by the Commission, the Contractor shall maintain an electronic database (“Database”) to store contact information securely and confidentially and Help Services provided to all persons contacting and assisted by the Help Line, track Contractor performance including without limitation any minimum quotas developed by the Contractor and agreed upon via negotiation with the Commission.

**e)** **Minimum Quotas:** For each contract year during the term, the Contractor shall establish minimum quotas for each of the Help Services listed in the technical response.

**Additional optional features / services to consider when developing the technical response for Help Services include:**

1. **Website:**
2. **Responsive Design:** Fully functional and optimized for use on smart mobile phone devices and tablets on Android and iOS platforms, in addition to desktop computer.
3. **Search Engine Optimized:** Applies industry standard search engine optimization techniques to maximize visibility and results of Website on Google and other popular search engines.
4. **Video Content:** Hosts all newly created and previously created video content relating to the Program, always throughout the Contract term.

(1) Ongoing Content. Produce new video relating to problem gambling and recovery that is original, engaging and informative, of professional video and audio quality, and at least two (2) minutes in length.

Quota example: Minimum number of videos \_\_\_\_\_ produced per \_\_\_\_\_ (month, quarter, year).

(2) Educational Video. Produce educational video to inform family members and other concerned persons of the warning signs of problem gambling and how to obtain help, and feature on the Website homepage.

Quota example: Minimum number of educational videos \_\_\_\_\_\_ produced per \_\_\_\_\_\_ (quarter, year).

1. **Blog and Social Media:** Host and/or prominently feature links to, as applicable, the Program’s Blog and Social Media Accounts.
2. **Web Letters:** Host informational and educational web letters and include links on the website to a forum with all web letters produced by the Contractor. Promote all web letters produced by the Contractor on each of the Program’s Social Media Accounts.

Quota example: Minimum number of web letters \_\_\_\_\_\_ produced per \_\_\_\_\_\_ (month, quarter, year).

1. **News and Current Events Section:** Include a section with news and current events relevant to problem gambling and recovery.
2. **Quarterly Newsletter:** Host the most recent quarterly Newsletter, as well as a complete archive of previous Newsletters produced by Contractor.
3. **Problem Gambling Awareness Month:** Include a dedicated page for Problem Gambling Awareness Month (PGAM) each month of March during the Contract term on the Website relating to the month-long awareness campaign.
4. **Alternative Public Assistance Platforms for Help Line Contact additional features / services**. Help Line accessibility via alternative public assistance platforms and manners of contact (any manner of contact established by this Contract and successfully placed by a Client, a Help Line “Contact”), by which individuals can reach out for help or information regarding problem and compulsive gambling.

Alternative public assistance platform examples:

* Text Messaging;
* Live Chat, host and prominently feature live chat, with one-click access to the Help Line that is operable on desktop computer, tablet and smart mobile phone devices with an internet connection;
* Social media, including Facebook, X (Formerly known as Twitter), YouTube, Pinterest, Blog, etc.;
* Mobile app, available to Help Line contacts via a mobile phone application for free download on Android and iOS (“Mobile Application” or “App”). Provides users with one-touch access to the Help Line; and
* Email.

Quota examples:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Minimum number of Texting |  | Produced Per |  | (Month, Year) |
| Minimum number of Liver Chat |  | Produced Per |  | (Month, Year) |
| Minimum number of Face Book |  | Produced Per |  | (Month, Year) |
| Minimum number of X (Formerly known as Twitter) |  | Produced Per |  | (Month, Year) |
| Minimum number of YouTube |  | Produced Per |  | (Month, Year, Quarter) |
| Minimum number of Pinterest |  | Produced Per |  | (Month, Year, Quarter) |
| Minimum number of Email |  | Produced Per |  | (Month, Year) |

1. **Continuous Availability** All alternative public assistance platforms and manners of Help Line contact set forth in the technical response feature 24/7 availability and receive all the services from the Contractor free of charge to the client.

**h) Other Help Services Programs** Develop and make available to Help Line contacts other Help Services Programs to provide information or resources to members of the public directly or indirectly affected by and/or at-risk of compulsive and addictive gambling. Examples of other Help Services Programs:

1. **Peer Counseling**: Develop and make available a Peer Counseling Program where contacts can speak by appointment during daytime hours, between the hours of 9:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday excluding state holidays, with a recovering compulsive gambler who provides first-hand knowledge about twelve-step programs, counseling, and other recovery pathways.
2. **Financial Guidance:** Develop and make available to Help Line contacts a Personal Financial Management and Budgeting Assistance Program where contacts can receive guidance on financial difficulties resulting from problem gambling.

**iii)** **Self-Help Materials:** Produce and distribute Promotional Materials and Self-Help Recovery Workbooks.

**6)** **Advertising Services**

Throughout the term unless otherwise directed by the Commission, the Contractor shall produce original advertising content to encourage responsible gambling practices and to publicize the gambling telephone Help Line. Such advertisements must be made both publicly and inside the designated slot machine gambling areas of licensed slot machine gambling facilities. Proposed types of advertising mediums, the manners of contact (“content”), and location of the content in various mediums should be listed in the technical response and have a corresponding cost response for each of the various mediums listed in the technical response.

Most of the Advertising Services shall be in Broward and Miami-Dade Counties where the licensed slot machine gambling facilities are located. Various mediums may include but are not constrained by or limited to the advertising mediums listed below; however, billboard placements are required. The technical response must also provide a detailed list of the mediums and description of the content of the advertising of the Help Line and Website that will be part of the Advertising Services for the inside of the designated license slot machine gambling facilities inside areas.

**Additional features / services required in Advertising Services:**

1. **Billboards**: Always during the term unless otherwise directed by the Commission, the Contractor shall advertise the content on billboards within Miami-Dade and/or Broward Counties, in a strategic, high traffic, and high visibility locations within proximity to a slot machine gambling facility.

Quota example: Minimum number of billboards in Miami-Dade and/or Broward Counties: \_\_\_\_\_

**b) Minimum Quotas:** For each contract year during the term, the Contractor shall establish minimum quotas for each of the Advertising Services listed in the technical response.

**c) Problem Gambling Awareness Month:** Always during Problem Gambling Awareness Month (PGAM), each month of March during the term unless otherwise directed by the Commission, the Contractor shall include PGAM together with the Help Line in the provision of all its services, including without limitation as follows:

1. Partner with the National Council on Problem Gambling to accomplish a mutually agreed upon PGAM objective within Miami-Dade and Broward Counties throughout the entire month of March;

**ii)** Develop a dedicated PGAM page on the Website;

1. Distribute Promotional Item customized for PGAM; and

**iv)** Perform all Advertising Services, including without limitation through social media included in the technical response, in connection with PGAM.

 For each contract year during the term, the Contractor shall establish minimum quotas for PGAM exposures from PGAM-specific Advertising Services (including without limitation distribution of Promotional items, but specifically excluding overlap with any of the above Advertising Services quotas not related to PGAM).

Quota example: Minimum number of PGAM Promotional item exposures \_\_\_\_\_ produced in March.

**Additional features / services to consider when developing the technical response for Advertising Services include:**

1. **Website:** Strategically advertise the content and the Website using mediums such as:

**i)** **Online:** Paid and unpaid internet search engine advertising and search engine optimization, mobile advertising, display advertising, website promotions, internet links, pay-per-click services, and partner-agency website links to the Contractor’s website throughout the year, etc.

**ii)** **Social Media:** Utilize Social Media Accounts to develop and conduct social media campaigns advertising the content and strategically targeting and effectively engaging persons in need of assistance from the Help Line. “Social Media Accounts” are accounts listed in the technical response that are created, developed, or operated exclusively on behalf of the Program for the Program that include, but not limited to Facebook, X (Formerly known as Twitter), YouTube, and Pinterest, as well as a blogging account and any other social media account utilized by the Contractor as listed in the technical response.

1. **Cross-Promotion:** Utilize the Social Media tasks included in the technical response, to cross-promote the Program’s Social Media Accounts on each social media platform wherever possible, with or without the assistance of generally approved third-party apps. In addition, utilize each of the Social Media Accounts to timely promote web letters hosted on the Website.

**e) Social Media:** Additional features / services of social media to consider for the technical response.

1. **Facebook**.
2. Timely and effectively engage with persons on the Program’s Facebook Page. Daily actively manage and monitor the Program’s Facebook’s account. Respond to questions and comments received during daily business hours. Post new and engaging content.
3. Strategically utilize paid-advertising options on Facebook to increase “likes” and exposures, including without limitation paid video advertising allowing users to directly call or contact the Help Line by clicking a “call now” feature on the ad.

Quota example: Minimum number of Facebook exposures \_\_\_\_\_ produced per \_\_\_\_\_ (year).

Quota example: Minimum number of Facebook likes \_\_\_\_\_ produced per \_\_\_\_\_ (year).

1. **X (Formerly known as Twitter)**
2. Timely and effectively engage with persons on the Program’s X (Formerly known as Twitter) account. Daily actively manage and monitor the Program’s X (Formerly known as Twitter) account. Respond to questions and comments within a minimum period of time. Post new and engaging content.
3. Strategically employ methods to gain new X (Formerly known as Twitter) followers and increase impressions and likes.

Quota example: Minimum number of X (Formerly known as Twitter) impressions \_\_\_\_\_ produced per \_\_\_\_\_ (year).

Quota example: Minimum number of X (Formerly known as Twitter) likes \_\_\_\_\_ produced per \_\_\_\_\_\_ (year).

1. **YouTube**
2. Post to and maintain on the Program’s YouTube Channel all videos and education videos produced by the Contractor and hosted on the Website.
3. Ensure each video uploaded to YouTube is embedded within the video and/or the video description and includes the Help Line telephone number and a web link to the Website.
4. Timely and effectively engage with persons on the Program’s YouTube Channel. On a daily basis actively manage and monitor the Program’s YouTube account. Respond to questions and comments within a twenty-four (24) hour period.

Quota example: Name of videos posted on YouTube \_\_\_\_\_ (month, quarter, year).

Quota example: Number of videos posted on YouTube \_\_\_\_\_ (month, quarter, year).

1. **Pinterest**
2. Create and pin new and engaging content on the Program’s Pinterest account.

Quota example: Number of pins on Pinterest \_\_\_\_\_ (month, year).

1. Produce new, informative and engaging content on the Program’s blog (“Blog”).

Quota example: Number of Blogs posted on Program’s website \_\_\_\_\_ (month, year).

1. Advertise the content to targeted audiences and demographics through strategic placement of a minimum number of radio and/or television public service announcements (PSA).

Quota example: Minimum number of PSA \_\_\_\_\_ (month, year).

1. **Public Transit and Kiosks**. Advertise the content within Miami-Dade and Broward Counties using the following mediums:
2. Taxicabs,
3. Public buses, and
4. Public kiosks, simultaneously (individually or collectively, “Kiosks”.)

Quota example: Minimum number of taxicabs \_\_\_\_\_ (month, year).

Quota example: Minimum number of public buses \_\_\_\_\_ (month, year).

Quota example: Minimum number of kiosks \_\_\_\_\_ (month, year).

1. **Other Social Media Platforms.**  Any other social media platform not specifically mentioned.

**7)** **Slot Machine Gambling Facility Employee Training Services**

Establish a Compulsive or Addictive Gambling Prevention Program (“Addictive Gambling Prevention Program” or “AGPP”) in compliance with all the requirements of Florida Administrative Code Rule 75-14.019 (the “Addictive Gambling Prevention Program Rule”). Provide various training services in connection therewith to employees of slot machine gambling facilities duly licensed in the State of Florida

**Additional features / services required in Advertising Services:**

1. **Online Training Modules:** Offer online training modules that can be used by slot machine gambling facilities to train their employees in awareness of compulsive and addictive gambling, including without limitation all new employee training required by the Addictive Gambling Prevention Program Rule.
2. **Required Topics:** Information on compulsive gambling behavior, vulnerable populations, techniques to address compulsive gambling problems, assistance and referral programs, and all other topics required by the Addictive Gambling Prevention Program Rule.

**ii)** **Quizzes and Certifications**: Online training module end-of-module quiz requiring a minimum proficiency score of eighty percent (80%) for successful completion. A certificate of completion electronically delivered to the employee and the slot machine gambling facility immediately upon successful completion.

Example quota: Number of employees successfully trained online \_\_\_\_\_ (month, year)

**b)** **Minimum Quotas**: For each contract year during the term, the Contractor shall establish minimum quotas for each of the Slot Machine Gambling Facility Employee Training Services that address the minimum number of employees successfully trained, the number of Self-Help Materials to be distributed at each of the licensed slot machine gambling facilities, etc. Example quotas in this guide are illustrated in the text.

**Additional features / services to consider when developing the technical response for Slot Machine Gambling Facility Employee Training Services:**

**c)** **Self-Help Materials**: Produce and distribute to patrons at designated slot machine gambling areas of slot machine gambling facilities, as well as to all persons accessing the Help Line and any strategic partnerships in the Community Outreach Services, sufficient quantities of printed self-help materials (individually and collectively, “Self-Help Materials”) to educate persons about compulsive gambling and inform them of the 24/7 availability of the Help Line and other local and state wide resources and sources of treatment for compulsive gamblers and their families.

**Examples of Self-Help Materials:**

**i)** **Signs, posters, placards, brochures, fact sheets, newspapers**: and/or other Promotional items featuring the 24/7 availability of the Help Line (individually and collectively, “Promotional Materials”); and

**ii)** **Recovery workbooks (“Recovery Workbooks”):** All Self-Help Materials, including without limitation Recovery Workbooks, produced in both English and Spanish.

Any and all Self-Help Materials produced and distributed including without limitation any Promotional materials are to be utilized strictly for problem gambling purposes and any self-promotion whatsoever with any Promotional materials or performance of any other service or reimbursable expense is strictly prohibited.

Example quota: Minimum number of Self-Help Materials distributed \_\_\_\_\_ (month, year)

Example quota: Minimum number of Recovery Workbooks distributed \_\_\_\_\_ (month, year)

1. **Newsletters**: Produce, offer and distribute (electronically and in hard copy via U.S. mail), to employees of slot machine gambling facilities enrolled in Addictive Gambling Prevention Program trainings who elect to receive it, a quarterly newsletter relating to problem gambling news and information (the “Newsletter”). Hosting the Newsletter on the Website.

Example quota: Minimum number of Newsletters distributed \_\_\_\_\_ (quarter, year)

**8)** **Community Outreach Services**

Identify and secure, within surrounding areas of slot machine gambling facilities in Broward and/or Miami-Dade Counties, strategic partnerships with organizations capable of engaging sectors of the population in a community-wide effort to address the issue of problem gambling.

**Additional features / services required in Community Outreach Services:**

1. Each strategic partnership shall effectively engage in and provide Community Outreach Services directly relating to problem gambling in Broward and/or Miami-Dade Counties, and be for a minimum period of time provided by the Contractor within any fiscal year during the term ending June 30th, with funding and approval of any strategic partnership renewals beyond any given fiscal year subject to further annual appropriation by the Legislature; and

**b)** Any partnership established with the National Council on Problem Gambling in connection with PGAM shall not satisfy the annual strategic partnership quota required by this section.

**c)** Partnership agreements shall be provided to the division. When partnerships are entered into that provide deliverable services, they are considered a subcontract and shall have the applicable Florida Single Audit Act Certifications and Assurances signed and included as part of the partnership agreement that are signed by the Contractor.

**9)** **Technical Reports**

**a)** **Monthly Deliverables Report\***

The Contractor shall certify as to the truth and accuracy of deliverables provided and deliver to the Commission, on or before the fifteenth (15th) calendar day for each month during the Contract term, a comprehensive monthly deliverables report (“Monthly Deliverables Report”) for the four (4) core services and any other services rendered by the Contractor, as listed in the technical response, pursuant to this Contract during the previous calendar month. Monthly quotas accomplished during the monthly deliverables report period, **together with year-to-date cumulative totals for each monthly deliverables reported** shall be included in the monthly deliverables report to monitor progress of annual minimum quotas during the annual contract year.

**Additional features and support required in Monthly Deliverables Reporting:**

Each monthly deliverable item listed in the Monthly Deliverables Report should be supported by documentation that demonstrates performance. The supporting documentation shall be provided to the division at the time that the monthly deliverables report is filed with the division.

Examples of deliverables support may include, but is not limited to or considered all inclusive: summary totals of Help Line minimum quota items recorded in the database; phone bill that list the Help Line and any other features listed in the technical response such as text messaging; online registrations totals by slot machine gambling facility and summary total of successful completions; screen shots of website, social media accounts, and posted videos; statistical information reported to the Contractor from a vendor that supplies information of social media account likes/exposures; invoices paid for billboard or Radio/TV PSA advertising; payroll records for staff levels; documentation from official PGAM event sponsor, to corroborate attestation by the Contractor of PGAM exposures; (Attendance estimates should be provided by the event sponsor, rather than an estimate from the Contractor); etc.

In addition to the summarized support provided to the division with the monthly deliverables report, the Contractor shall maintain more detailed records of deliverable items performance, such as but not limited to nor considered all inclusive: quizzes administered during trainings, entries in the database that supports summary totals reported in the monthly deliverables reports; inventory items and inventory disbursed, etc., for review in any investigation, audit, inspection, review, on-site monitoring visit, etc., by division or Commission personnel.

**Additional features to consider when developing the Monthly Deliverables Report, not limited to and not considered as all inclusive:**

**i) Help Services**

1. Any personally identifiable information on clients served should not be included in the Monthly Deliverables Report but rather maintained in the database for inspection by Commission personnel.

(2) Total number of persons contacting and assisted by the Help Line, itemized by manner of contact included in the technical response such as phone, text, live chat, etc.;

(3) Identification by percentage of means by which persons discover the Help Line (billboard, website, Slot Machine Gambling Facility Promotional Materials, etc.);

(4) Demographics of persons contacting the Help Line, including without limitation:

a) Calling on behalf of self or relation to someone else;

b) Age;

c) Gender;

d) Race;

e) County of residence;

f) Forms of gambling;

g) Gambling-related financial problems; and

h) Income;

(5) Total number of Peer Counseling (if included in proposed services in the technical response);

(6) Total number of persons offered the Personal Financial Management and Budgeting Assistance Program (if included in proposed services in the technical response;

(7) Total number of persons referred to outside counselors or treatment programs;

(8) Staffing details; and

(9) Description of any disruptions in service, including scope, length, cause and corrective action.

**ii)** **Advertising Services**

1. Billboards
2. Number of active billboards; and

(i) For each active billboard:

1. Billboard number;

2. Vendor name;

3. Physical location, including street and county;

4. Number of days active in month and in contract, with start and end dates;

 and

5. Number of exposures generated for month.

(2) Website

1. Number of hits / visits / impressions; and

b) Name and link to monthly web letter, if included in technical response.

(3) Social Media (if included in proposed services in the technical response)

a) Number of Facebook fans, likes, exposures and ad views;

b) Number of X (Formerly known as Twitter) followers, likes and impressions; and

c) Name and link to monthly blog.

(4) Public Transit and Kiosks (if included in proposed services in the technical response)

a) Number of advertisements.

b) For each public transit or telephone kiosk advertisement:

(i) Public transit vehicle (e.g. bus, taxi), as applicable;

(ii) Telephone kiosk location description (e.g. train station) and address;

(iii) Vendor name;

(iv) County;

(v) Number of days active in month and in contract, with start and end dates; and

(vi) Number of exposures generated for month.

(5) Details of any television or radio advertising (if included in proposed services in the technical response);

(6) Identification of any of the above relating to Hispanic markets or any other targeted demographic; and

(7) Identification of any of the above in connection with Problem Gambling Awareness Month (PGAM) including without limitation PGAM webpage.

**iii) Slot Machine Gambling Facility Employee Training Services**

1. Name and address of each slot machine gambling facility where training was performed;

(2) Overview of online training module activity, including without limitation number of employees trained, sign in sheets, quiz score and certification results;

(3) Number and types of Training Materials distributed, including any in connection with PGAM (if included in proposed services in the technical response);

(4) Number of Recovery Workbooks distributed (if included in proposed services in the technical response); and

(5) Overview of the Newsletter (if included in proposed services in the technical response)

**iv) Community Outreach**

(1) Number and names of strategic partners;

(2) Start and end dates of strategic partner contracts;

(3) Number and type of community outreach activities performed;

(4) Number of referrals to Help Line resulting from strategic partnership; and

(5) Identification of any of the above in connection with PGAM.

**\*Monthly Services Report as outlined here must be revised by Respondent to reflect the actual services proposed in their reply.**

**b) Annual Deliverable Report**. Final deliverable report, generally the monthly deliverable report provided for the month of June during each of the annual contract years during the Contract term that includes the cumulative and final contract year deliverables.

**c) Annual Outcome Evaluation Report**. For each year during the term of the contract, the Contractor shall perform an annual study to gauge total services provided and included consumer satisfaction with Help Line Services, trends and statistics and shall deliver its findings to the Commission on or before August 15th for the previous fiscal year closing June 30th, in a comprehensive annual Help Line Outcome Evaluation Report to include without limitation the following:

1. A comprehensive annual summary of all Monthly Deliverable Report information, including without limitation Help Line Monthly Deliverable Report information with cumulative totals of persons contacting the Help Line and related manners of contact, demographics and referrals; and

**ii)** Based upon a random sample of five percent (5%) of Help Line contacts for the most recent year (“Contacts”), survey results obtained by the Contractor relating to the following:

(1) Whether Contacts followed through on recommendations from Help Line;

(2) Whether Contacts gambling increased or decreased since time of Help Line initial contact;

(3) Effectiveness of Recovery Workbooks and any other Self-Help Materials (if included in the technical response);

(4) Help Line Services deemed most helpful to Contacts; and

(5) Overall satisfaction by Contacts with Help Line Services.

(6) Trends analysis of services provided for the year.

**iii)** Documentation of survey results shall be maintained by the Contractor for the information gathered and reported in the Annual Outcome Evaluation Report for review in any investigation, audit, inspection, review, etc., by division or Commission personnel.

**10)** **Financial Reports**

1. The Contractor’s detailed Budget Report submitted to the division for each annual contract year in the Contract term for the contract amount. The detailed budget agrees with the cost response provided in the reply. The detailed budget report submitted to the division monthly when submitting the invoice request for payment showing the current payment request items for the detailed budget lines that are invoiced and the year to date remaining budget balance to monitor the budget.;

**b)** The Contractor’s Statement of Net Assets to be provided each month when submitting the invoiced payment request; and

1. Audited Annual Financial Report conducted in accordance with Chapter 10.650, Rules of the Auditor General and submitted no later than 9 months after the fiscal year end or 45 days after the report is completed, whichever is sooner. Copy of the report to be submitted to the division along with proof the report was filed with the Office of the Auditor General.

**11)** **Ownership and Intellectual Property Rights**

**a)** All rights, title, and interest, including copyright interests and any other intellectual property, in and to the work developed or produced under the Contract, alone or in combination with FGCC and/or its employees, under this contract shall be the property of FGCC. The Contractor agrees that any contribution by the Contractor or its employees to the creation of such works, including all copyright interest therein, shall be considered works made for hire by the Contractor for FGCC and that such works shall, upon their creation, be owned exclusively by FGCC. To the extent that any such works may not be considered works made for hire for FGCC under applicable law, the Contractor agrees to assign and, upon their creation, automatically assigns to FGCC the ownership of such works, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

1. At all times throughout the term, irrespective of any rights, title or interest in any intellectual property, the Commission reserve the right to reject, and upon notice to the Contractor demand an immediate cease and desist from, the use of any content in connection with the services deemed objectionable by the Commission in its sole and absolute discretion, including without limitation any Website, video, billboard advertising content, Social Media Account, Self-Help Material or other content relating to this Contract.

**12)** **Public and Confidential Records**

**a)** **Public Records:** To the extent that information is utilized in the performance of the resulting Contract and generated because of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the Contractor’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the Contract resulting from this ITN and entitles the Commission to unilaterally cancel the Contract. The Contractor shall be required to promptly notify the Commission of any requests made for public records, as further set forth in Section 30 of the FGCC Standard Contract.

**b)** **Confidential Records:** The Contractor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Contractor further agrees to hold the Commission harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed because of an improper disclosure by the Contractor or confidential records whether public record or not and promises to defend the Commission against the same at its expense. The Contractor shall maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Commission upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

**13)** **Staffing Plan**

The Contractor shall provide a proposed staffing plan (Attachment F) to demonstrate the staffing proposed to maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.

**14)** **Professional Qualifications and Subcontractors**

The Contractor shall provide professional and subordinate staff possessing the necessary expertise and experience required to ensure successful completion of the services stated in the Scope of Work.

The Contractor shall obtain Commission approval before subcontracting any services required by this Contract. The failure of any approved subcontractors or other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract. Subcontractor shall provide the Contractor the same Certifications and Assurances as were required of the Contractor when contract was let. Copies of any subcontracts as well as applicable Certifications and Assurances are to be provided to the division.

**15)** **Service Location, Times, and Equipment**

**a)** **Service Delivery Locations:** Contractual services shall be provided at the Contractor’s office, the slot machine gambling facilities and/or partnership or outreach locations, as applicable and required by this agreement. The Contractor shall advise the Commission of any change in service location at least twenty-four (24) hours before any change in location.

**b)** **Service Times:** The Help Line and website must be available 24-hours per day, 7 days a week, 365 days per year.

**c)** **Equipment:** At its expense, the Contractor shall provide all equipment necessary for completion of services required by this Contract, including without limitation all computers, photocopiers, telephones, fax machines and other office equipment and furniture. In the event of any exception to this paragraph with the prior written consent of the Commission, any equipment or other property purchased with funds from this Contract shall be and remain the property of the Commission upon any expiration or early termination of this Contract, for any reason or no reason.

**16)** **Background Checks**

The Contractor shall be responsible for obtaining and providing Level One (1) written background checks pursuant to Chapters 110 and 435 Florida Statutes from the Florida Department of Law Enforcement (FDLE) on all employees, contractors and substitute(s) that will provide services under this Contract. This documentation must be provided to the FGCC Contract Manager upon execution of the Contract. The Department reserves the right to reject any employee from providing services on the basis of the background check. The Contractor may assess the FDLE website to perform the background check and is responsible for payment. The address for the website is: http://www/fdle.state.fl.us/CriminalHistory. Written FDLE background checks must be submitted and approved prior to staffing changes.

**17)** **Commission Responsibilities**

**a)** **Commission Obligations:**

**i)** The Commission’s Contract Manager and programmatic staff will provide ongoing training and technical assistance as needed to the Contractor. The Commission’s monitoring unit will provide yearly on-site visits to review the Program of the Contractor;

**ii)** Assign a Contract Manager to manage the Contract;

**iii)** Ensure the Commission’s Contract Manager provides information to the Contractor as required;

**iv)** Conduct any required coordination, communication, and document distribution with any entities external to FGCC, including the Florida Legislature, House and Senate staff, other State agencies, the Governor’s office, and other entities as required;

**v)** Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract. Final annual contract year payment will be disbursed after the receipt of the final Annual Report deliverable being finalized and provided to the division.;

**vi)** Be available for consultation throughout the project;

1. Review the Contractor’s invoices for accuracy and thoroughness and process them on a timely basis;
2. Review and approve in its sole good faith discretion the assignment of all team

 members, both initially proposed and any subsequent changes;

**ix)** Expeditiously respond to inquiries or requests from the Contractor; and

1. Provide meeting sites when necessary.

**b)** **Commission Determination:**

**i)** The Commission maintains exclusive authority to make determinations regarding acceptability of services provided by the Contractor.

1. The Commission shall advise the Contractor of any services determined to be unacceptable, and the corrective action to be taken by the Contractor.

**c)** **Monitoring Requirements:**

**i)** The Commission Contract Manager or designee (another representative within the Division who has been duly authorized to monitor the Contractor’s provision of services) will conduct monthly monitoring by means of a desk audit or on-site monitoring visit. At a minimum, on-site monitoring visits will be conducted once a year.

**18)** **Cooperation with Inspector General**

 Pursuant to Section 20.055(5), F.S., every state officer, employee, agency, special district, board, commission, contractor, and subcontractor shall cooperate with the Inspector General’s office in any investigation, audit, inspection, review, or hearing pursuant to this section.

**19) Reporting Requirements**

The Contractor shall provide all Technical and Financial Reports and supporting documentation required by this Contract.

**20) Contract Term**

The anticipated original Contract period will begin upon execution of the Contract for a 3-year term.

**21) Contract Renewal**

If initially competitively procured, contracts for contractual services may, upon mutual agreement, be renewed for no more than one (1), three (3) years renewal period. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the original Contract. Renewal shall be contingent upon satisfactory performance evaluations by the Commission and the availability of funds.

**22) Contract Extension**

Extension of a contract for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the Contract for completion of the Contract is due to events beyond the control of the Contractor.

**23)** **Contract Document**

The interpretation and performance of this Contract, and all transactions under it, shall be governed by the laws of the State of Florida. The Contract documents shall include terms and conditions of this Statement of Work and solicitation, as well as any addenda, response, and Commission Contract issued as a result of this Invitation to Negotiate.

**24) Invoicing and Payment**

1. **Payment Clause**

**i)** **The State’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.**

**ii)** It is anticipated that this will be a cost-reimbursement Contract. The Commission shall reimburse the Contractor, in the aggregate, for allowable expenditures incurred pursuant to the terms of the Contract in an annual dollar amount not to exceed Two Million Dollars ($2,000,000) for the fiscal year 2024-2025, not to exceed Two Million Dollars ($2,000,000) for fiscal year 2025-2026 and not to exceed Two Million Dollars ($2,000,000) for fiscal year 2026-2027, subject to annual legislative appropriation of funding from the Florida Legislature for this program.

1. **Invoice Requirements**

**i) Submission of Invoice by the Contractor**

(1) The Contractor shall submit invoices on or before the fifteenth (15th) day of each month during the Contract term for services rendered the previous calendar month. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.

(2) All invoices by the Contractor are subject to the following minimum requirements:

1. The monthly invoice for goods and services delivered shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor must additionally maintain records in the Database documenting the total number of recipients and unique identifiers, of recipients to whom services were provided and the date(s) that the services were provided so that an audit trail documenting the service provision is available.
2. Invoices must include supporting documentation. Examples of supporting documentation, include but are not limited to or considered all-inclusive for items billed: salaries (e.g. payroll records, timesheets, time log, copies of canceled checks, assigned level of effort on contract, etc.), Postage and Reproduction Expenses (e.g. paid vendor invoices and/or receipts), Expenses (e.g. paid receipts for advertising printing, Help Line telephone service billed invoice, social media statistical information billed invoice, billboard invoice showing verification of billboard display, location, duration of posting, etc.), and Travel (e.g. travel receipts for any travel expenses must be submitted in accordance with Section112.061, F.S.), etc. If the Contractor makes vendor payments via a credit card, the credit card statement payment to the vendor is not considered adequate documentation and needs to be accompanied by a supporting invoice for the paid charges.

c) Invoices shall be accompanied by an accurate and complete Monthly Deliverables Report and deliverable supporting documentation.

d) Invoices shall be accompanied by a monthly Statement of Net Assets.

e) The Contractor acknowledges and agrees that any payment of final invoice at or after the end of the annual contract year shall be subject in full to receipt and satisfaction by the Commission of the final Annual Deliverables Report and the Annual Outcome Evaluation Report.

1. **Payment of Invoice by Commission**

(1) The Commission will have fifteen (15) days from receipt of a complete payment invoice request (which includes the deliverables report with supporting documentation of monthly performance as well as supporting documentation of cost reimbursement items) to review the invoice and each of the items required to be delivered by the Contractor to Commission with the invoice. The Commission shall forward for payment the invoice within twenty (20) days of the receipt of fully supported documentation (in sufficient detail to support the payment request). Invoices must be delivered to the Florida Gaming and Control Commission’s Contract Manager, 4070 Esplanade Way, Suite 250 Tallahassee, FL 32399.

(2) Payment shall be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment. The Commission is responsible for all payments under the Contract. The Commission’s failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligation to the Commission or to other Customers.

(3) Payment on the invoice may be authorized only for allowable expenditures that are incurred during the state fiscal year period of availability that the funds are appropriated to cover and for the approved budget line items specified. The approved line-item budget is allowed a twenty percent (20%) variance per line item and may be modified only through amendment to the Contract initiated by a written request that includes justification supporting the need for modification for any line-item increase or decrease greater than twenty percent (20%). Such modifications cannot be made retroactive to a date prior to the execution date of the formal amendment.

(4) Unless preapproved in writing by the Commission, the Commission reserves the right to reject or exclude any ancillary or indirect costs not specifically authorized by this Contract or otherwise not directly necessary for the provision of services by the Contractor, including without limitation certain overhead and general administrative expenses such as pest control services, drinking water delivery services, miscellaneous office supplies, etc.

**25) Staffing Changes**

The Contractor shall replace any employee whose continued presence would be detrimental to the success of the project, as approved by the Commission, with an employee of equal or superior qualifications.

The Contractor’s staff for the project is considered by the Commission to be essential to this project. Prior to substituting any of the proposed individuals, the Contractor shall notify and request written approval from the Commission at least five (5) business days in advance of any proposed substitution. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. The Commission, at its discretion, may agree to accept personnel of equal or superior qualifications if circumstances necessitate the replacement of previously assigned personnel.

**26) Information Release**

The Commission does not endorse any contractor, commodity, or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of the Commission. The Contractor is prohibited from using Contract information, sales values/volumes and/or Commission customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the Commission.

The Contractor must notify the Commission, both by facsimile and first-class mail within one (1) business day from receipt of each request for public records pursuant to Chapter 119, Florida Statutes. The Contractor agrees that the Commission shall be responsible for responding to all public records request(s) and agrees to cooperate with the Commission by providing records, data, or information at the request of the Commission personnel.

Public Records Request shall be forwarded to:

**OFFICE OF THE GENERAL COUNSEL,**

**FLORIDA GAMING CONTROL COMMISSION**

**4070 ESPLANADE WAY, SUITE 250, TALLAHASSEE, FL. 32399,**

**TELEPHONE: 850.880.3433**

**EMAIL: PUBLICRECORDS@flgaming.gov**

The Contractor shall notify the Commission verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Contractor’s possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of the Commission. The Contractor shall cooperate with the Commission in taking all steps as the Commission deems advisable to prevent misuse, regain possession, and/or otherwise protect the State’s rights and the data subject’s privacy.

**27) Contractor’s Responsibilities upon Termination**

After receipt of a Notice of Termination, for any reason or no reason, and except as otherwise specified by the Commission, the Contractor shall:

1. Stop work under this Contract on the date and to the extent specified in the notice;

**b)** Complete performance of such part of the work as shall not have been terminated by the Commission;

**c)** Take such action as may be necessary, or as the Commission may specify, to protect and preserve any property related to this Contract which is the possession of the Contractor and in which the Commission has or may acquire an interest;

**d)** Cooperate with the Commission and any new contractor of the Commission, as applicable, to effect a smooth transition for provision of services, as reasonably requested by the Commission; and

**e)** Upon the effective date of termination of the Contract, the Contractor shall transfer, assign, and make available to the Commission all property and materials belonging to the Commission. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

**28) Financial Consequences for Failure to Timely and Satisfactorily Perform**

Failure to perform any of the services, satisfy any minimum quotas, deliver any of the Monthly or Annual Reports, Monthly or Annual Financial Reports or Deliverables or otherwise comply with any of the terms and conditions of this Contract, will result in substantial injury to the Commission and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if any of the services, Reports or Deliverables are not timely and satisfactorily performed or delivered by the Contractor, and the parties agree to a corrective action plan, but the Contractor then fails to comply with the approved corrective action plan, the Contractor(s) shall be assessed a penalty not to exceed ten percent (10%) of the total Contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

Noncompliance involving the provision of service shall result in the imposition of a five (5%) penalty. Noncompliance because of unacceptable performance of administrative tasks shall result in the imposition of a two (2%) penalty.

This provision for financial consequences shall in no manner affect the Commission’s right to terminate the Contract as provided elsewhere in the Commission’s Standard Contract.

**29) Liquidated Damages upon Contract Termination**

The Commission is entitled to completion of the services, Reports and Deliverables within the schedules and minimum quotas fixed in this Contract or within such further time or quota, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by the Commission for cause, the Contractor shall be liable to the Commission for Five Hundred Dollars ($500.00) dollars for each calendar day after termination, up to sixty (60) days, for the Commission’s expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section 28 herein) prior to termination.

**30) Notification of Instances of Fraud**

Instances of the Contractor operational fraud or criminal activities shall be reported to the Commission’s Contract Manager within twenty-four (24) chronological hours.

**31) Confidentiality and Safeguarding Information**

The Contractor may have access to confidential information during performing the services described in this ITN. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by the Commission upon awarding the services described in this ITN. The Contractor’s confidentiality procedures must be approved by the Commission and must comply with all State and Federal confidentiality requirements, including but not limited to sections 443.171(5) and 443.1715(1), Florida Statues, and 20 C.F.R. part 603 and all Contractor employees assigned to this project will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

**32) Change of Ownership**

**a)** If a change of ownership of the company is anticipated at any time during the term, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

**b)** Any change in control of ownership of the Contractor, including without limitation any sale of substantially all of the assets of the Contractor, or any merger, consolidation, reorganization or other change of ownership of more than 50% of the stock of the Contractor, shall be deemed to constitute an assignment of the Contract requiring the prior written consent of the Commission, which consent the Commission may withhold in its sole and absolute discretion.



**ATTACHMENT B**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**FGCC DRAFT CONTRACT**

**THIS CONTRACT** (the “Contract”) is entered into between the **Florida Gaming Control Commission** (the "Commission”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the "Contractor” and together with the Commission, the “Parties” and individually a “Party.” The Commission and Contractor agree as follows:

1. **Purpose.** The Commission is engaging the Contractor for the purpose of establishing a Compulsive or Addictive Gambling Program, as further described in the Scope of Work, appendices number to be determined, hereto and made a part hereof (the “Contracted Services”) The Contractor shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in the Contract (the “Deliverables”).
2. **Term - Effective and Ending Dates.** The Contract shall be for three (3) years with one (1) 3-year option, unless terminated earlier in accordance with the applicable terms and conditions. The effective date shall begin on the date on which the Contract has been signed by the last party required to sign it. It shall end at midnight, Eastern Standard Time, three years later, or the date this Agreement is terminated, whichever occurs first.
3. **Extension.** Section 287.057(13), Florida Statutes, provides that contracts for commodities or contractual services may be extended in writing for a period not to exceed six (6) months from the contract end date and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by both parties. There may be only one extension of the Contract unless the failure to meet the criteria set forth in the contract for completion of the Contract is due to events beyond the control of the Contractor.
4. **Renewal.** Section 287.057(14), Florida Statutes, provides that contracts for commodities or contractual services may be renewed for a period of up to three (3) years, or for a period no longer than the term of the original contract, whichever period is longer, subject to the availability of funds and satisfactory performance evaluations by the Commission. Renewals are at the discretion of the Commission. Contract renewals are subject to the same terms and conditions of the original contract and any subsequent written amendments that have been signed by both parties.

The Contract:

* 1. **[ ]**  may **not** be renewed;
	2. **[ ]**  may be renewed for a period not to exceed one (1) year;
	3. [ ] may be renewed for a period not to exceed two (2) years;
	4. **[x]** may be renewed for a period not to exceed three (3) years; or
	5. **[ ]**  may be renewed for a period not to exceed the original term of the Contract.

1. **Payment for Services.** The Commission shall pay for Contracted Services according to the terms and conditions of the Contract. The total amount of payment shall not exceed $\_\_\_\_\_\_\_\_\_, subject to the availability of funds and satisfactory performance of all terms by the Contractor. Prior to payment, the deliverables set forth in this Contract, must be received and accepted by the Commission’s Contract Manager, subject to subsequent audit and review and to the satisfaction of the Commission in accordance with sections 20 and 21 of this Contract.

The State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under the Contract.

1. **Contract Document.** The Contractor shall provide the Contracted Services in accordance with the terms and conditions specified in the Contract, including its appendices, and any exhibits referenced in said appendices, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The PUR 1000 Form (7/24 version) [PUR 1000 (General Contract Conditions).pdf (ccplatform.net)](https://dms-media.ccplatform.net/content/download/2933/file/PUR%201000%20%28General%20Contract%20Conditions%29.pdf) is hereby incorporated into and made a part of the Contract by reference. Sections 4(c)(i)-(ii), 5(e)-(i), 8(a), 8(e), 8(f), and all reference to purchase orders and term contracts in the PUR 1000 Form are not applicable to the Contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of the Contract, the terms or conditions of the Contract shall take precedence over the PUR 1000 Form.
2. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under the Contract, the Contractor shall without exception comply with State and Federal laws, rules, and regulations relating to its performance under the Contract, including but not limited to those described in Section 36 of the Contract.
3. **Inspections and Corrective Action.** The Contractor shall permit all persons who are duly authorized by the Commission to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to the Contract, and to interview any clients, employees, and subcontractor employees of the Contractor to assure the Commission of the satisfactory performance of the terms and conditions of the Contract. Following such review, the Commission will deliver to the Contractor a written report of its findings, and may direct the development, by the Contractor, of a corrective action plan where appropriate. The Contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Commission’s termination rights under Section 33 of the Contract.
4. **Independent Contractor, Subcontracting and Assignments.**
	1. In performing its obligations under the Contract, the Contractor shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Contractor is a state agency. Neither the Contractor nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Commission by virtue of the Contract, unless specifically authorized in writing to do so. The Contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of the Contract.
	2. The Contractor shall take such actions as may be necessary to ensure that it and each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Commission will not furnish services or support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Contractor or its subcontractor or assignee unless specifically agreed to by the Commission in the Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Contractor, the Contractor’s officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Contractor.
	3. The Contractor shall not assign the responsibility for the Contract to another party without prior written approval of the Commission, upon the Commission’s sole determination that such assignment will not adversely affect the public interest. However, in no event may the Contractor assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under the Contract which right is not conditioned on full and faithful performance of the Contractor’s duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Commission shall be null and void. The Contractor shall not subcontract for any of the work contemplated under the Contract without prior written approval of the Commission, which shall not be unreasonably withheld.
	4. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under the Contract to another governmental agency in the State of Florida or to a contractor of the Commission’s selection, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. The Contract shall remain binding upon the lawful successors in interest of the Contractor and the Commission.
	5. To the extent permitted by Florida Law, and in compliance with Section 9.c., the Contractor is responsible for all work performed and for all commodities produced pursuant to the Contract whether furnished by the Contractor or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Contractor further agrees that the Commission shall not be liable to the subcontractor in any way or for any reason relating to the Contract.
	6. The Contractor shall include in all subcontracts (at any tier) the substance of all clauses contained in the Contract that mention or describe subcontract compliance.
	7. To the extent that a subcontract provides for payment after Contractor’s receipt of payment from the Commission, the Contractor shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with section 287.0585, Florida Statutes, unless otherwise stated in the contract between the Contractor and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Contractor and paid by the Contractor to the subcontractor in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.
5. **Provider Liability and Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys’ fees:
	1. arising out of or by reason of the execution of the Contract or arising from or relating to any alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors in relation to the Contract; provided, however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Commission. This indemnity specifically precludes compensation of the Contractor for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Contractor, its agents, employees, or subcontractors.
	2. arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right associated with a service or product of the Contractor; provided, however, that the foregoing obligation shall not apply to the Commission’s misuse or modification of Contractor’s products or the Commission’s operation or use of Contractor’s products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit or claim, or in the Contractor’s opinion, is likely to become the subject of such a suit or claim, the Contractor may at its sole expense procure for the Commission the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Commission the right to continue using the product, the Contractor shall, without limiting the Commission’s remedies at law or in equity for breach or nonperformance, remove the product and provide a fully licensed replacement to the Commission’s satisfaction. The Commission shall not be liable for any royalties. The Contractor’s indemnification for violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right shall encompass all such items used or accessed by the Contractor, its officers, agents, or subcontractors in the performance of the Contract or delivered to the Commission for the use of the Commission, its employees, agents or contractors.
	3. arising from or relating to the Contractor’s claim that a record contains trade secret information that is exempt from disclosure or the scope of the Contractor’s redaction of the record, as provided for under Section 30(b) including litigation initiated by the Commission.

The Contractor’s inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Commission negligent shall excuse the Contractor from performance under this provision, in which case the Commission shall have no obligation to reimburse the Contractor for the cost of its defense. If the Contractor is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Commission shall be to the extent permitted by section 768.28, Florida Statutes, or other applicable law, and without waiving the limits of sovereign immunity.

1. **Insurance.** The Contractor shall maintain continuous adequate liability insurance coverage during the existence of the Contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by section 768.28(2), Florida Statutes, by execution of the Contract, the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under the Contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor’s liability and obligations under the Contract. Upon the execution of the Contract, the Contractor shall furnish the Commission written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Commission reserves the right to require additional insurance as specified in the Contract.
2. **Notice of Legal Actions.** The Contractor shall notify the Commission of legal actions taken against it (and of potential legal actions that the Contractor anticipates will be taken against it) that relate to services provided through the Contract, or that may impact the Contractor’s ability to deliver the contractual services, or that may otherwise adversely impact the Commission. The Contractor shall notify the Commission's contract manager within 10 days after the Contractor becomes aware of such action.
3. **Force Majeure**. Neither Party shall be liable to the other for any delay or failure to perform under the Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing.  No claim for damages shall be asserted against the Commission.  The Contractor shall not be entitled to an increase in the contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.  If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following:  (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Commission with respect to products or services  subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.
4. **Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to the Contractor’s performance under the Contract, and the performance of all of its officers, agents, and subcontractors in relation to the Contract, are works for hire for the benefit of the Commission, fully compensated for by the contract amount, and that neither the Contractor nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of the Contract. It is specifically agreed that the Commission shall have exclusive rights to all data processing software falling within the terms of section 119.084, Florida Statutes, which arises or is developed during or as a result of work or services performed under the Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Contractor is a university and a member of the State University System of Florida, then section 1004.23, Florida Statutes, shall apply.
	1. If the Contractor uses or delivers to the Commission for its use or the use of its employees, agents, or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Appendix A, Scope of Work as having specific limitations, the compensation paid pursuant to the Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by the Contract. For purposes of this provision, the term “use” shall include use by the Contractor during the term of the Contract and use by the Commission its employees, agents, or contractors during the term of the Contract and perpetually thereafter.
	2. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed during or under the subcontract. Notwithstanding the foregoing provision, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, Florida Statutes, shall apply, but the Commission shall retain a perpetual, fully paid, nonexclusive license for its use and the **use of its contractors of any resulting patented, copyrighted or trademarked work products.**
5. **Real Property. Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor granting to the State a security interest in the** property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Contractor agrees that, if it disposes of the property before the Commission's interest is vacated, the Contractor will refund the proportionate share of the State's initial investment, as adjusted by depreciation.
6. **Publicity.** Without limitation, the Contractor and its employees, agents, and representatives will not, without prior Commission written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State’s mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the State, or refer to the existence of the Contract in press releases, advertising or materials distributed to the Contractor’s prospective customers.
7. **Sponsorship.** As required by section 286.25, Florida Statutes, if the Contractor is a non-governmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: “Sponsored by (Contractor’s name) and the State of Florida, Florida Gaming Control Commission”. If the sponsorship reference is in written material, the words “State of Florida, Florida Gaming Control Commission” shall appear in at least the same size letters or type as the name of the organization.
8. **Employee Gifts.** The Contractor agrees that it will not offer to give or give any gift to any Commission employee. As part of the consideration for the Contract, the parties intend that this provision will survive the Contract for a period of two (2) years. In addition to any other remedies available to the Commission, any violation of this provision will result in the referral of the Contractor’s name and description of the violation of this term to the Commission of Management Services for the potential inclusion of the Contractor’s name on the suspended vendor's list for an appropriate period. The Contractor will ensure that its subcontractors, if any, comply with these provisions.
9. **Contract Managers and Contractor Representative.**

The Parties’ Contract Managers shall be those listed below. If different Contract Managers are designated by any Party after execution of this Contract, notice of the name and contact information of the new Contract Manager shall be submitted in writing (by either mail or e-mail) to all other Parties and maintained in the respective Parties’ Contract records. Designation of a new Contract Manager will not require a written amendment to the Contract.

1. **Commission’s Contract Manager**

The Contract Manager whose responsibilities will be to maintain this Contract for the Florida Gaming Control Commission is:

NAME

OFFICE/UNIT

ADDRESS

TELEPHONE

EMAIL

**b. Contract Manager of Contractor**

The Contract Manager who is primarily responsible for enforcing the Contractor’s performance of its duties and obligations pursuant to the terms of

this Contract shall be:

NAME

OFFICE/UNIT

ADDRESS

TELEPHONE

EMAIL

**c. Contractor Representative**

The Contractor Representative shall be:

NAME

VENDOR

ADDRESS

TELEPHONE

EMAIL

In the event that the Contractor changes the Contract Representative, the Contractor will notify the Commission via email. Such changes do not require a formal written amendment to the Contract, but shall be done in advance where practicable, but in any event, in a timely manner.

**d. Official Payee**

The Contractor name, as shown on page 1 of the Contract, Federal Identification Number (FEID), and mailing address of the official payee to whom the payment shall be made is:

NAME

VENDOR

FEID #:

ADDRESS

TELEPHONE

EMAIL

**e. Billing Manager of Contractor**

 The Contract Manager who is primarily responsible for enforcing the Contractor’s performance of its duties and obligations pursuant to the terms of this Contract shall be:

 NAME

 OFFICE/UNIT

 ADDRESS

 TELEPHONE

 EMAIL

Upon change of representatives named herein (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification. Such changes do not require a formal written amendment to the Contract, but shall be done in advance where practicable, but in any event, in a timely manner.

1. **Performance Measures.**

Satisfactory performance requires the Contractor’s compliance with the following: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Scope of Services, appendices number to be determined; (3) the services will be performed in a professional manner; (4) the services offered do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) any person or entity, whether an agent or independent contractor, that performs work on the Contract for the Contractor will comply with any security requirements and processes as provided by the Commission. The Commission reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/requirement does not foreclose the Commission’s remedies if those performance standards that cannot be readily measured at the time of delivery are not met.

1. **Acceptance of Deliverables.**
	1. Acceptance Process.

All deliverables set forth within this Contract and the appendices number to be determined, must be received and accepted in writing by the Contract Manager before payment, unless advanced payment or partial payment has been authorized in accordance with section 215.422, Florida Statutes. The Commission will have fifteen (15) calendar days to inspect and approve the deliverables after receipt.

* 1. Rejection of Deliverables.

The Commission reserves the right to reject deliverables set forth in this Contract and the appendices number to be determined and described in the Scope of Services, appendices to be determined, as incomplete, inadequate, or unacceptable due in whole or in part to the Contractor’s lack of satisfactory performance under the terms of this Contract. If the Commission’s Contract Manager does not accept a deliverable within fifteen (15) calendar days, the deliverable will be deemed rejected. Failure to fulfill the appropriate technical requirements or complete all tasks, duties, or activities as identified in the Scope of Services, appendices number to be determined, will result in rejection of the deliverable and the associated invoice. The Commission, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Commission’s Contract Manager before the Commission issues a notice of default. If the Commission’s Contract Manager allows additional time for the Contractor to correct a rejected deliverable, the Contractor shall work diligently to correct all deficiencies in the deliverable that remain outstanding within a reasonable time or, if a time certain is specified, within the additional time allotted. All work done to correct a rejected deliverable will be done at the Contractor’s expense.

* 1. Status Reports.

If status reports are required as part of the Contract, the Contractor shall timely

submit status reports showing each task, activity, and deliverable worked on;

attesting to the level of services provided; listing the hours spent on each task,

activity, or deliverable; and listing any upcoming tasks, activities, or deliverables.

* 1. Completion Criteria and Date.

The Contract will be considered complete once all deliverables under the Contract

have been provided and accepted. The final date for completion of the Contract

must not exceed the Contract duration, including any executed renewals or

extensions, or, where applicable, the expiration date of any purchase orders made

from the Contract.

1. **Payment.**

The Commission will have fifteen (15) calendar days to inspect and approve the deliverables after receipt. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Commission or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. Financial penalties will be calculated at the daily interest rate of .0255191%. Invoices returned to a Contractor due to preparation errors will result in a non-interest-bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Contractor requests payment. Payment shall be made only upon written acceptance by the Commission and shall remain subject to subsequent audit or review to confirm contract compliance.

* 1. Payment Process

Subject to the terms and conditions set forth in the Scope of Services, appendices number to be determined, the pricing per implementation deliverable set forth in this Contract and appendices, pricing for licensing and other support costs set forth in the Cost Proposal (Final Negotiated), appendices number to be determined and the billing procedures established by the Commission, the Commission agrees to pay the Contractor for services rendered in accordance with section 215.422, Florida Statutes

* 1. Taxes

The Commission is exempt from payment of State sales and use taxes and Federal Excise Tax. The Contractor, however, will not be exempted from paying State sales and use

taxes to the appropriate governmental agencies or for payment by the Contractor

to suppliers for taxes on materials used to fulfill its contractual obligations with OFR.

The Contractor shall not use the Commission’s exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social

Security and other taxes resulting from this Contract. Upon request, the Contractor shall provide the Commission with its taxpayer identification number.

* 1. Invoice Detail

All charges for services rendered or for reimbursement of expenses authorized by

the Commission pursuant to the Scope of Services, appendices number to be determined, shall be submitted to the Commission in sufficient detail for a proper pre-audit and post-audit to be performed. The Commission reserves the right to request additional documentation as needed.

* 1. Interim Payments

Interim payments may be made by the Commission at its discretion under extenuating

circumstances if the completion of services and other units of deliverables to date

have first been accepted in writing by the Commission’s Contract Manager.

* 1. Final Invoice and Payment

Unless renewed or extended, the Deliverables of the Contract must be completed prior to the last day of the contract term. The final invoice for payment shall be submitted to the Commission no more than 45 days after the contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the Commission will not honor any requests submitted after the aforesaid period. Any payment due under the terms of the Contract may be withheld until all reports due from the Contractor, and necessary adjustments thereto, have been approved by the Commission.

1. **Electronic Funds Transfer.** The Contractor agrees to enroll in Electronic Funds Transfer (EFT) offered by the State’s Chief Financial Officer within thirty (30) days of the date of execution of the Contract. Copies of the State of Florida Direct Deposit Payment Authorization Form (DFS-A1-26E) can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Forms/default.htm>.

 Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice

 payments will be made via EFT.

1. **Overpayments.** The Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed that were disbursed to the Contractor by the Commission and any interest attributable to such funds pursuant to the terms and conditions of the Contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission’s Contract Manager, on behalf of the Commission, will notify the Contractor by letter of such findings. Should repayment not be made forthwith, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after Commission notification or Contractor discovery. Payments made for services subsequently determined by the Commission to not be in full compliance with contract requirements shall be deemed overpayments. The Commission shall have the right to offset or deduct from any amount due under the Contract at any time any amount due to the Commission from the Contractor under any other contract or agreement.
2. **Financial Consequences**. If the Contractor fails to meet the minimum level of service or performance or provide the contracted services and deliverables set forth in this Contract, or that is customary for the industry, the Commission will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that the Contract so provides, termination of the Contract pursuant to Section 33, and requisition of services from an alternate source. Any payment made in reliance on the Contractor’s evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 25, to the extent of such error.
3. **Vendors on Scrutinized Companies Lists**. If the Contract is in the amount of $1 million or more, in executing the Contract, the Contractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and that it is not engaged in business operations in Cuba or Syria. In executing the Contract in any amount, the Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.473(2)(a), Florida Statutes, and certifies it is not engaged in a boycott of Israel pursuant to section 287.135(5), Florida Statutes.
	1. Pursuant to section 287.135(3)(a)4., Florida Statutes, if the Contract is in the amount of $1 million or more, the Commission may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification as provided under Section 287.135(5) or if the Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or has been engaged in business operations in Cuba or Syria.
	2. Pursuant to section 287.135(3)(a)5., Florida Statutes, if the Contract is in the amount of $1 million or more, the Commission may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification as provided under Section 287.135(5) or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.
	3. Pursuant to section 287.135(3)(b), Florida Statutes, in executing the Contract in any amount with agencies or local governmental entities for goods and services, the Commission may immediately terminate the Contract for cause if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
	4. Pursuant to section 287.135(5), Florida Statutes, if the Commission determines that the Contractor has submitted a false certification, the Commission will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 days of receipt of the notice, that the Commission’s determination of false certification was made in error, the Commission shall bring a civil action against the Contractor. If the Commission’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed on the Contractor, and the Contractor shall be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of the Commission’s determination of false certification by the Contractor.
	5. Pursuant to section 287.135(7), Florida Statutes, the preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods and services applies to contracts of $1 million dollars or more with a company engaged in scrutinized business operations; and contracts of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
	6. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibitions identified herein, this provision shall be null and void.
4. **Vendors on the Forced Labor Vendor List.**   Pursuant to section 287.1346(4)(a)1, Florida Statutes, the Commission may terminate this Contract if the Vendor is placed on the forced labor vendor list established under section 287.1346(4)(d).
5. **MyFloridaMarketPlace Transaction Fee.**
	1. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes. All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under chapter 287, Florida Statutes, shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031 of the Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, **which may subject the vendor to being suspended from business with the State of Florida.** Pursuant to Rule 60A-1.031(3), the terms of this Section 27(a) apply unless the transaction is exempt from the Transaction Fee as provided in Rule 60A-1.031, F.A.C.
	2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall be automatically deducted from payments to the Contractor. By submission of the reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
6. **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Commission of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
7. **Records, Retention, Audits, Inspections and Investigations.**
	1. Pursuant to section 20.055(5), Florida Statutes, every state officer, employee, agency, special district, board, commission, contractor, and subcontractor shall cooperate with the Inspector General’s office in any investigation, audit, inspection, review, or hearing pursuant to this section.
	2. The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Commission under the Contract.
	3. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the Contract shall be maintained by the Contractor during the term of the Contract and retained for a period of five (5) years after completion of the contract or longer when required by law. In the event an audit is required under the Contract, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of the Contract, at no additional cost to the Commission.
	4. Upon demand, at no additional cost to the Commission, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period in Section 29(c).
	5. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Commission.
	6. At all reasonable times for as long as records are maintained, persons duly authorized by the Commission and State auditors shall be allowed full access to and the right to examine any of the Contractor’s contracts and related records and documents, regardless of the form in which kept.
	7. No record may be withheld nor may the Contractor attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature.
8. **Public Records.** Pursuant to sections 119.07(1) and 119.0701(3), the Contractor shall allow Commission access to all documents, papers, letters, or any other public record, as such term is defined in section 119.011(12), Florida Statutes, made or received by the Contractor in conjunction with the Contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Contractor’s failure to comply with this provision shall constitute a breach of contract for which the Commission may unilaterally and immediately terminate the Contract, and may result in a civil action being filed against the Contractor pursuant to section 119.0701(4), Florida Statutes.
	1. Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, chapter 119, Florida Statutes. Any claim by the Contractor of trade secret (proprietary) confidentiality for any information contained in the Contractor’s documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with the Contract will be waived, unless the claimed confidential information is submitted in accordance with Section 30(b).
	2. The Contractor must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida’s Public Records Law as trade secret. The labeling shall include a justification citing specific statutes and facts that authorize the exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Contractor shall include information correlating the nature of the claims to the particular protected information.
	3. The Commission, when required to comply with a public records request including documents submitted by the Contractor, may require the Contractor to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 30(b) Accompanying the submission shall be an updated version of the justification under Section 30(b) correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Contractor fails to promptly submit a redacted copy, the Commission is authorized to produce the records sought without any redaction of proprietary or trade secret information.
	4. The Contractor shall be responsible for defending its claim that each and every portion of the redactions of trade secret information is exempt from inspection and copying under Florida’s Public Records Law and shall indemnify, defend, and hold the Commission harmless against any action or claim brought against the Commission relating thereto.
	5. Section 215.985(14), Florida Statutes, requires the State’s Chief Financial Officer to provide public access to a State contract management system. As a result, the Commission of Financial Services (DFS) developed a web-based system called the “Florida Accountability Contract Tracking System” (FACTS) that provides information and documentation about State government contracts to the public. A copy of the Contract and any amendments, renewals, and extensions thereof will be posted in FACTS. The Contractor shall notify the Commission in writing if it intends to defend the confidentiality of such public records through the completion of the “Affidavit – Notice of Trade Secret”, appendices number to be determined, to be submitted to the Commission at the time of signature of the Contract by the Contractor. If not filed within such time, the Contractor is deemed to have released the Commission from liability for disclosure of the applicable public records.
	6. The Contractor shall comply with the following requirements of section 119.0701, Florida Statutes:
9. Keep and maintain public records required by the Commission to perform the service.
10. Upon request from the Commission’s custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
11. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
12. Upon completion of the contract, transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission’s custodian of public records, in a format that is compatible with the information technology systems of the Commission.
	1. **If the Contractor has questions regarding the application of chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to the Contract, contact the custodian of public records at:**

**Office of the General Counsel**

**4070 Esplanade Way, Suite 250**

**Tallahassee, FL. 32399**

**Telephone: 850-880-3433**

**Email:** PublicRecords@flgaming.gov

1. **Data Security.**

For contracts requiring Contractor access to or use of Commission information technology systems or software, the Contractor shall comply with the information technology and data security provisions.

1. **Financial Penalties for Failure to Take Corrective Action**
	1. In accordance with the provisions of subsection 402.73(1), Florida Statutes, and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
	2. The increments of penalty imposition that shall apply, unless the Commission determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
	3. Noncompliance involving the provision of service shall result in the imposition of a five percent (5%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
	4. The deadline for payment shall be as stated in the Order imposing financial penalties. In the event of nonpayment, the Commission may deduct the amount of the penalty from invoices submitted by the Contractor.
2. **The following termination provisions apply to the Contract:**
	1. The Commission may terminate the Contract without cause upon no less than thirty (30) calendar days’ notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Commission’s contract manager or the representative of the Contractor responsible for administration of the program.
	2. In the event funds for payment pursuant to the Contract become unavailable, the Commission may terminate the Contract upon no less than twenty-four (24) hours’ notice in writing to the Contractor. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Commission shall be the final authority as to the availability and adequacy of funds. In the event of termination of the Contract, the Contractor will be compensated for any work satisfactorily completed, as of the date of termination.
	3. In the event the Contractor fails to fully comply with the terms and conditions of the Contract, the Commission may terminate the Contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Contractor after Contractor’s failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Commission specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Commission may employ financial consequences, but is not required to do so in order to terminate the Contract. The Commission’s failure to demand performance of any provision of the Contract shall not be deemed a waiver of such performance. The Commission’s waiver of any one breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of the Contract. The provisions herein do not limit the Commission’s right or remedies at law or in equity.
	4. Failure to have performed any contractual obligations under any other contract with the Commission in a manner satisfactory to the Commission will be a sufficient cause for termination of the Contract. To be terminated as a Contractor under this provision, the Contractor must have: (1) previously failed to satisfactorily perform in a contract with the Commission, been notified by the Commission of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Commission; or (2) had a contract terminated by the Commission for cause. Termination shall be upon no less than twenty-four (24) hours’ notice in writing to the Contractor.
3. **Dispute Resolution.** Any dispute concerning performance of the Contract or payment hereunder shall be decided by the Commission’s Contract Manager, who shall reduce the decision to writing and provide a copy to the Contractor. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager’s decision, the Contractor delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Commission and the Contractor shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Contractor concerning the Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures mutually agreed to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties’ rights of termination under Section 33.
4. **Other Terms**
	1. Any notice that is required under the Contract shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Contractor responsible for administration of the program, to the designated address contained in the Contract.
	2. The Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding the Contract and venue shall be exclusively in Leon County, Florida.
	3. **PRIDE**. In accordance with section 946.515(6), Florida Statutes, if a product or service required for the performance of the Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with section 946.515(2), Florida Statutes, the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S., AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at [PRIDE Enterprises (pride-enterprises.org)](https://pride-enterprises.org/)

* 1. **RESPECT**. In accordance with section 413.036(3), Florida Statutes, if a product or service required for the performance of the Contract is on the procurement list established pursuant to section 413.035(2), Florida Statutes, the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S., AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

* 1. The Contractor shall procure any recycled products or materials, which are the subject of or are required to carry out the Contract, in accordance with the provisions of section 403.7065, Florida Statutes.
	2. The Contractor shall provide a monthly Minority Business Enterprise and Service-Disabled Veteran Business Enterprise report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/materials suppliers for the current month and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Business Enterprise participant and must be sent to the Commission’s contract manager. The Office of Supplier Diversity at (850) 487-0915 can assist in furnishing names of qualified minority businesses. The Commission Minority Business Coordinator can be reached at (850) 717-1370 and will assist with any questions.
	3. The Commission is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Commission has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Commission’s providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.
	4. There are no provisions, terms, conditions, or obligations other than those contained herein, and the Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
	5. If any term or provision of the Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.
1. **Survival of terms.** The parties agree that, unless a provision of the Contract, its appendices, or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of the Contract concerning obligations of the Contractor and remedies available to the Commission are intended to survive the ending date or earlier termination of the Contract. The Contractor’s performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of the Contract are consideration for such performance.

In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1. Contract appendices, if any;
2. Any documents incorporated into any Contract appendices by reference;
3. The Contract;
4. Any documents incorporated into the Contract by reference.
5. **Modifications.** Modifications of provisions of the Contract shall be valid only when they have been reduced to a written amendment and duly signed by both parties. The rate of payment may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Commission's operating budget.
6. **Additional Requirements of Law, Regulation and Funding Source**

As provided in section 7 of the Contract, the Contractor is required to comply with the following requirements, as applicable to its performance under the Contract. The Contractor acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules, and regulations relating to its performance under the Contract, including the following:

* 1. **E-Verify.** Unauthorized aliens shall not be employed. The Commission shall consider the employment of unauthorized aliens a violation of section 448.095, Florida Statutes. Such violation shall be cause for unilateral cancellation of the Contract by the Commission and is not a breach of contract and may not be considered as such.

Pursuant to section 448.095, Florida Statutes, the Contractor shall:

1. Utilize the U.S. Commission of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term; and
2. Include in all subcontracts under the Contract, the requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
3. Require that subcontractors provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of any such affidavits for the duration of the Contract.
	1. **Civil Rights Requirements.** In accordance with the Florida Civil Rights Act of 1992, as applicable the Contractor shall not discriminate against any employee (or applicant for employment) in the performance of the Contract because of race, color, religion, sex, national origin, disability, age, pregnancy, or marital status. Further, the Contractor agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with the Florida Civil Rights Act of 1992, as applicable and FGCC Policy # 03.08.01, Unlawful Discrimination including Sexual Harassment (01/23). These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Contractor shall comply with applicable provisions of FGCC Policy # 3.08.01, Unlawful Discrimination including Sexual Harassment (01/23). This is required of all Contractors that have fifteen (15) or more employees.
	2. **Use of Funds for Lobbying Prohibited.** The Contractor shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
	3. **Public Entity Crime and Discriminatory Contractors.** Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO ($35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
	4. **Whistleblower’s Act Requirements.** In accordance with section 112.3187(2), Florida Statutes, the Contractor and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public’s health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations, or the Whistle-blower’s Hotline number at 1-800-543-5353.
4. **Conflict of Interest.**
	1. The Contractor and its employees, affiliates, and subcontractors shall not take any action or fail to take any action if such action or omission gives rise to an actual or potential conflict of interest or to the appearance of a conflict of interest related to the performance of services under this Contract (for purposes of this paragraph, such actual or potential conflict of interest or the appearance thereof is referred to collectively and individually as a “Conflict of Interest”).
	2. In the event that the Contractor discovers a Conflict of Interest during the term of this Contract, then the Contractor shall make a full disclosure in writing to the Contract Manager within three (3) business days of discovery. This disclosure shall include a description of the actions that the Contractor has taken or proposes to take (or has caused or will cause its employees, affiliates, and subcontractors to take) to avoid, mitigate, or neutralize the Conflict of Interest.
	3. If an actual or potential conflict or apparent conflict of interest is disclosed by the Contractor and/or discovered by the Commission during the term of this Contract, the Commission, in its sole discretion, may take action to eliminate or address the Conflict of Interest, including but not limited to, mitigating or neutralizing the Conflict of Interest by restricting or modifying the work to be performed by the Contractor under this Contract to avoid or reduce the Conflict of Interest, or terminating the Contract in whole or in part in accordance with Section 33. The Commission may acquire services from other sources to replace services and work restricted or modified under this Contract due to a Conflict of Interest.

**By signing the Contract, the Parties agree that they have read and agree to the entire contract, as described in Section 6.**

**IN WITNESS THEREOF,** the parties hereto have caused the Contract to be executed by their undersigned officials as duly authorized.

|  |  |  |
| --- | --- | --- |
| **CONTRACTOR:**  |  | **FLORIDA GAMING CONTROL COMMISSION** |
|  |  |  |
| **Signature:**  |  |  | **Signature:** |  |
| **Print/Type****Name:** |  |  | **Print/Type****Name:**  | Louis Trombetta |
| **Title:** |  |  | **Title:** | Executive Director |
| **Date:** |  |  | **Date:** |  |

 **STATE AGENCY 29 DIGIT FLAIR CODE:** 41-20-2-520001-41501050-00-100777-00

Federal Tax ID # (or SSN): XX-XXXXXX Provider Fiscal Year Ending Date: XX/XX/XX.



**ATTACHMENT C**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**COST PROPOSAL**

(May be revised to reflect the specific costs incurred by each respondent submitting a Response.)

|  |  |  |  |
| --- | --- | --- | --- |
| **Service** | **Description** | **Unit Price** | **Sub-Total Price** |
| **Original Contract Term (2/1/2025 – 6/30/2025)** | **Original Contract Term****(7/1/2025 – 06/30/2026** | **Original Contract Term****(7/1/2026 – 06/30/2027)** | **Renewal Year 1** **(7/1/2027 – 06/30/2028)** | **Renewal Year 2** **(7/1/2028 – 06/30/2029)** | **Renewal Year 3** **(7/1/2029 – 06/30/2030)** |
| **Administrative Services** |  | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **Helpline Services** |  | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **Advertising Services** |  | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **Slot Machine Gambling Facility****Employee Training Services** |  | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
| **Community Outreach Services** |  | **$** | **$** | **$** | **$** | **$** | **$** | **$** |
|  **TOTAL PRICE** |  |



**ATTACHMENT D**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**MANDATORY REQUIREMENTS FOR EVALUATION**

1. It is **MANDATORY** that the Respondent submits its Response within the timeframe specified in Section 1.4, Timeline of Events.
2. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Section 3.4, one (1) original, signed and sealed Technical Response, two (2) paper copies of the signed original, and one (1) electronic copy of the signed original Technical Response (on electronic media), which includes the following required attachments:
	1. Attachment E – Reference Form
	2. Attachment F – Staffing Plan
	3. Attachment H – Affidavit – Notice of Trade Secret
	4. Attachment J – Certification and Assurances
	5. Attachment K – PUR 2024 Part A: Use of Coercion for Labor and Service.

 Part B: Provision of Commodities Produced by Forced Labor.

* 1. CMBE Certification; if applicable. Attach a copy of your Certified Minority Business Enterprise (CMBE) Certification, if certified with the Florida Department of Management Services (DMS).
1. It is **MANDATORY** that the Respondent return, in accordance with the requirements of Section 4.3, one (1) original, signed and sealed Attachment C, Cost Response, two (2) paper copies of the signed original and one (1) electronic copy of the signed original Cost Response (on electronic media). Attachment C must be submitted in a sealed package separate from all other attachments.

**Warning:** The list above is not exhaustive. The use of the terms “shall”, “must”, or “will” within these solicitation documents indicates a **MANDATORY** requirement or condition. Failure to meet such additional requirements or conditions will result in the response being rejected as non- responsive.



**ATTACHMENT E**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**REFERENCE FORM**

**Respondent’s Name:**

The Respondent must list a minimum of three (3) separate and verifiable clients, other than the Commission for **which work similar to that specified in this solicitation has been performed for a period of at least one (1) continuous year**. Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation**. The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). The Commission shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST COMMISSION WORK ON THIS FORM**. (Please provide at least two (2) Contact Names for each client. If there is only one Contact Name, the respondent should justify why there weren’t any additional contacts within the client organization, e.g., “respondent worked exclusively with John Doe.”).

|  |  |
| --- | --- |
| **Company Name:** |  |
| Address: |  |
| Contact: |  |
| Alternate Contact Name: |  |
| Phone: |  |
| Email: |  |
| Description of Work |  |
| Service Dates: (Must demonstrate at least one (1) continuous year. | To |
| Approximate Contract Value | $ |

|  |  |
| --- | --- |
| **Company Name:** |  |
| Address: |  |
| Contact: |  |
| Alternate Contact Name: |  |
| Phone: |  |
| Email: |  |
| Description of Work: |  |
| Service Dates: (Must demonstrate at least one (1) continuous year. | To |
| Approximate Contract Value | $ |

|  |  |
| --- | --- |
| **Company Name:** |  |
| Address: |  |
| Contact: |  |
| Alternate Contact Name: |  |
| Phone: |  |
| Email: |  |
| Description of Work: |  |
| Service Dates: (Must demonstrate at least one (1) continuous year. | To |
| Approximate Contract Value | $ |



**ATTACHMENT F**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**STAFFING PLAN**

In accordance with Attachment B, Scope of Work, Respondent’s shall provide a proposed staffing plan to implement their proposed program. The proposed staffing plan should ensure an adequate administrative organizational structure and support staff is utilized to support this program.

The proposed staffing plan should include proposed staffing levels and a description of proposed work activities for each staffing level.



**ATTACHMENT G**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**EVALUATION CRITERIA**

|  |  |
| --- | --- |
| **EVALUATION CRITERIA** | **MAXIMUM POINTS****AVAILABLE** |
| **A. Technical Response Submittal** |  |
| ***1. Administration and Management*** | ***15*** |
| * Description of Proposed Work Activities, Responsibilities, Staffing Levels
* Communication and Reporting
* Past Experience and Capability
 |
| ***2. Technical Approach Response*** | ***65*** |
| * Statement of Approach
* Proposed Helpline Approach
* Proposed Advertising Services Approach
* Proposed Slot Machine Gambling Facility Employee Training Services Approach
* Proposed Community Outreach Services Approach
 |  |
| ***3. Reference*** | ***5*** |
| * Detailed description of each referenced project (describe each project the respondent has completed for the references provided in this ITN).
* Referenced firm’s name and contact person’s name, telephone number, and position for each referenced project.
 |  |

**B. Cost Proposal 15**

* Budget Summary to the extent that offers justification for each of the cost categories that will be incurred through the respondent’s program Response.

**C. Total Possible Points for the Response Submittal 100 Points**

NOTE: Cost will be evaluated by the present value methodology required by Section 287.0572, Florida Statutes, and Rule 60A-1.1063, F.A.C., to determine the lowest Cost Response. The maximum available points (15 points in total) for the Cost Response Submittal will be awarded to the Respondent with the lowest responsive Cost Response. The remaining cost Responses from all other Respondents will be awarded a pro rata portion of points based on the following formula:

(A/B = C) x M = P

A = Lowest responsive proposal

B = Actual responsive bid for each of the other Respondents

C = Pro rata portion (percentage) assigned for each of the other Respondents M = Maximum Points Available for the Cost Response (= 15 points)

P = Points Awarded to each of the other Respondents

The Commission is seeking pricing that will provide the best value to the State; therefore, interested Contractors must submit a Cost Response utilizing the Price Information Sheet provided as Attachment C. Contractors are encouraged to submit a Cost Response in such a manner as to offer the most cost effective and innovative solution for services and resources the Contractor can offer, as cost efficiency for the State will be a consideration in determining best value.

**Evaluator Name: Date:**



**EVALUATOR SCORESHEET – Example**

|  |  |  |
| --- | --- | --- |
| **FGCC 24/25- 07** | **Evaluator Name:** | **John Doe** |
| **Compulsive or Addictive Gambling Prevention Program** | **Possible Points** | **Respondent** | **Proposal # 1** |
|  |  |  |
| **Administration and Management** | **15** |
| **Evaluation Criteria** |
| The response provides a good explanation of the vendor’s proposed work activities, responsibilities, and staffing levels. The response provides a good explanation of the vendor’s communication and reporting methodologies. The response provides a good explanation of the vendor’s prior relevant experience and capability to administer and implement a successful program.  | 15 |
| The response provides an adequate explanation of the vendor’s proposed work activities, responsibilities, and staffing levels. The response provides an adequate explanation of the vendor’s communication and reporting methodologies. The response provides an adequate explanation of the vendor’s prior relevant experience and capability to administer and implement a successful program.  | 7 - 14 |
| The response provides a poor explanation of the vendor’s proposed work activities, responsibilities, and staffing levels. The response provides a poor explanation of the vendor’s communication and reporting methodologies. The response provides a poor explanation of the vendor’s prior relevant experience and capability to administer and implement a successful program.  | 1 - 7 |
| **Technical Approach Reply** | **65** |
| **Evaluation Criteria**  |
| The response demonstrates a superior explanation of the vendor’s approach to providing HelpLine Services, Advertising Services, Slot Machine Gambling Facility Employee Training Services, and Community Outreach Services.  | 56 -65 |
| The response demonstrates an excellent explanation of the vendor’s approach to providing HelpLine Services, Advertising Services, Slot Machine Gambling Facility Employee Training Services, and Community Outreach Services. | 41 -55 |
| The response demonstrates a good explanation of the vendor’s approach to providing HelpLine Services, Advertising Services, Slot Machine Gambling Facility Employee Training Services, and Community Outreach Services. | 26 - 40 |
| The response demonstrates a poor explanation of the vendor’s approach to providing HelpLine Services, Advertising Services, Slot Machine Gambling Facility Employee Training Services, and Community Outreach Services. | 11 - 25  |
| The response demonstrates an unsatisfactory explanation of the vendor’s approach to providing HelpLine Services, Advertising Services, Slot Machine Gambling Facility Employee Training Services, and Community Outreach Services. | 0 - 10 |
|  |  |
| **References** | **5** |
| **Evaluation Criteria** |
| The response provides a good description of all references and provides all the required information for each reference.  | 5 |
| The response provides an adequate description of all references and provides all the required information for each reference.  | 3 - 4 |
| The response provides a poor description of all references and provides all the required information for each reference.  | 1 - 2 |
| **SCORE** | **85** |



**ATTACHMENT H**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**AFFIDAVIT – NOTICE OF TRADE SECRET**

I (Name of Affiant), the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury, the following:

1. I am an authorized representative of (Contractor Name), and I am duly empowered and authorized to certify under oath to the truth of the statements contained in this affidavit.
2. Based upon our review/determination of all contract documents for any trade secret information meeting the statutory definition provided in section 688.002(4), Florida Statutes, there are documents or information claimed to be trade secrets under Florida law pertaining to our response to the formal solicitation and related materials in the FGCC Standard Contract. YES or NO (Check one)

Executed this day of , 20 , in , .

[Name of Affiant] [Title of Affiant]

Notary Public

My commission expires:

AFTER CONTRACT EXECUTION

1. Upon receipt of the fully executed contract (FGCC Contract Number) and if in the initial submission of this affidavit to the Commission the Contractor indicated a YES response to Section 2 above, the Contractor shall complete this Section 3 and resubmit this affidavit accompanied by a redacted copy of this contract to the Commission within three (3) business days of receipt of the fully executed contract. The Contractor states that:

All documents or information claimed to be trade secrets under Florida law have been redacted in the electronic copy of the response to the formal solicitation and related materials in (FGCC Contract Number) provided to the Florida Gaming Control Commission under cover letter dated , 20 . Further, (Contractor Name):

* 1. Considers the redacted information to be trade secret that has value and provides an advantage or opportunity to obtain an advantage over those who do not know or use it.
	2. Has taken measures to prevent the disclosure of the redacted trade secret information to anyone other than those who have been selected to have access for limited purposes, and such measures continue to be taken.
	3. States that the redacted trade secret information is not, and has not been, reasonably obtainable, without consent, by other persons by use of legitimate means.
	4. States that the redacted trade secret information is not publicly available elsewhere.

Executed this day of , 20 , in , .

[Name of Affiant] [Title of Affiant]

Notary Public

My commission expires:



**ATTACHMENT I**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**Financial and Compliance Audit Form**

The administration of resources awarded by the Florida Gaming Control Commission (Commission) to the recipient may be subject to audits and/or monitoring as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with section 215.97, Florida Statutes, as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to on-site visits by Commission staff, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Commission. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State’s Chief Financial Officer or the Auditor General.

**AUDITS**

**PART I: STATE REQUIREMENTS**

This part is applicable if the recipient is a non-state entity as defined by section 215.97(2), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This

includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than State entities).

*(*NOTE: The Commission program office should address other miscellaneous matters affecting Part II audit*s, such* as Web sites where information that would help facilitate the recipient’s compliance can be obtained.*)*

In connection with the audit requirements addressed in paragraph 2 of Part I: State Requirements, the schedule of expenditures should disclose the expenditures by contract number for each contract with the Commission in effect during the audit period. The financial statements should disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Commission shall be fully disclosed in the audit report package with reference to the specific contract number.

**PART II: REPORT SUBMISSION**

Copies of financial reporting packages required by PART I of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

* + 1. The Commission at each of the following addresses: Commission Contract manager for this agreement (1 copy):

Division of Administration

4070 Esplanade Way, Suite 250

Tallahassee, FL 32399

Florida Gaming Control Commission (1 electronic copy and management letter, if issued) Office of the Inspector General

4070 Esplanade Way, Suite 250

Tallahassee, FL. 32399

* + 1. The Auditor General’s Office at the following address: Auditor General’s Office

Room 401, Pepper Building 111 West Madison Street

Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with Florida Statutes and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for- profit organizations), Rules of the Auditor General, as applicable. Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART III: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Commission or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Commission. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

**EXHIBIT – 1**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to section 215.97, Florida Statutes.*

State Project (*State awarding agency:* ***Florida Gaming Control Commission****, Catalog of State Financial Assistance title:* **Compulsive or Addictive Gambling Prevention Program** *and CSFA number:* ***41.501***) - **$4,000,000.**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE, To the extent that different requirements pertain to different amounts of the non- Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

NOTE: section 215.97(5), Florida Statutes, requires that the information about State Projects included in Exhibit 1 be provided to the recipient.

State Program:

1. **Activities Allowed or Unallowed:**

Expenses are subject to the Department of Financial Services Reference Guide for State Expenditures. Salaries (excluding the Executive Director and Deputy Director), Benefits, Payroll Expenses and Taxes approved line-item budgets are allowed a thirty percent (30%) variance per line item. All other line-items are allowed a twenty percent (20%) variance per line item. Variances greater than these amounts per budget line item may be modified only through amendment to the Contract initiated by a written request to the Commission’s Contract Manager or designee, which includes justification supporting the need for modification for any line-item increase or decrease greater than the established amounts. In addition, status reports (deliverables, budget, and the Statement of Net Assets) and deliverable documentation must accompany the monthly/quarterly invoice or payment will not be made.

1. **Allowable Cost:**

Expenditures must be in accordance with the approved budget and all applicable state laws, rules, regulations, and the Department of Financial Services Reference Guide for State Expenditures. Clinical treatment expenditures are not allowed. Travel is allowed subject to the provisions of section 112.061, Florida Statutes.

**Equipment and Real Property Management**:

Contractor shall provide all equipment necessary for the completion of services required by the contract at their own expense.

1. **Period of Availability of State Funds:**

Expenditures billed for payment of services must have occurred during the annual contract period of July 1, through June 30, for each year of the contract to be reimbursable and total amount paid cannot exceed the released annual State Appropriations amount.

1. **Reporting:**

Financial Reporting:

* 1. A monthly/quarterly Statement of Net Assets will be provided with the monthly/quarterly invoice payment request.
	2. In the event the recipient expends $750,000 or more in state financial assistance during the fiscal year, the recipient must have a State single audit conducted in accordance with section 215.97, Florida Statutes, applicable rules of the Department of Financial Services; and chapter 10.650 (nonprofit and for-profit entities) Rules of the Auditor General. The cost of the audit must be paid from nonstate entity resources. The final released audit report must be provided to the State of Florida Auditor General and copies to the Office of the Inspector General and the Division of Administration, Office of Purchasing and Contracts, at the Florida Gaming Control Commission.

Technical Reporting:

A cumulative monthly/quarterly deliverable report detailing the deliverables performed during the month/quarter for which the invoice for reimbursement is being requested must be provided with the monthly/quarterly payment request. Testing of these deliverables and their supporting documentation is listed under the Special Tests and Provisions Compliance Supplement requirement below.

1. **Subrecipient Monitoring:**

Contractor shall obtain Commission approval before subcontracting any services required by the contract. All subrecipient contractors shall complete and provide to the contractor the same Certifications and Assurances as listed on ITN Attachment K – Certifications and Assurances.

1. **Special Tests and Provisions:**

The cumulative monthly/quarterly deliverables report will report the completed performance measures during the month/quarter being invoiced for the contractor’s scope of work and must be supported by documentation. Reported deliverables will be traced and agreed to the supporting documentation or payment will not be made.



**ATTACHMENT J**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**CERTIFICATIONS AND ASSURANCES**

The Commission will not award this contract unless the Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, the Contractor provides the following certifications and assurances:

1. **Certification Regarding Public Entity Crimes, section 287.133, Florida Statutes.**
2. **Certification Regarding Scrutinized Companies Lists and Business Operations in Cuba or Syria, section 287.135, Florida Statutes.**
3. **CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES**

 The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

 The Contractor understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

1. **CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS AND BUSINESS OPERATIONS IN CUBA OR SYRIA, SECTION 287.135, FLORIDA STATUTES**

If this contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, Florida Statutes, the Contractor hereby certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria.

In executing this contract in any amount, the Contractor hereby certifies that it is not listed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.473(2)(a), Florida Statutes, and is not engaged in a Boycott of Israel.

These lists are created pursuant to section 215.473, Florida Statutes

The Contractor understands that pursuant to section 287.135(3)(a)4., Florida Statutes, the submission of a false certification, or if a Contractor is found to have been placed on any of the Scrutinized Companies Lists, may subject the Contractor to civil penalties, attorney’s fees and/or costs, and immediate contract termination.

The preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods and services applies to contracts of $1 million dollars or more with a company engaged in scrutinized business operations; and contracts of any amount with a company placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this contract.

By signing below, the Contractor certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Contractor Date

(Street)

(City, State, ZIP Code)



**ATTACHMENT K**

**INVITATION TO NEGOTIATE (ITN)**

**Compulsive or Addictive Gambling Prevention Program**

**ITN No: ITN FGCC 24/25-07**

**PUR 2024**

**Part A: Use of Coercion for Labor and Services**

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer’s Printed Name:

Representative/Officer’s Title:

Signature:  Date:

**Part B: Provision of Commodities Produced by Forced Labor**

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company’s senior management, as defined in section 287.1346, F.S.,** when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Name of entity is offering to the Commission have not been produced, in whole or in part, by forced labor.

Entity Name:

Senior Management’s Printed Name:

Senior Management member’s Title:

Signature: Date: