

Invitation to Bid

Issue Date: July 22, 2009

Ticket Dispensers for The Florida Lottery

Project Number: 07-08/09
Submissions Due
August 10, 2009
3:00 PM ET

Florida Lottery
Purchasing Office
250 Marriott Drive
Tallahassee, FL 32301



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PART 1 – BID SUBMISSION INFORMATION

1.1 STATEMENT OF PURPOSE

The purpose of this Invitation to Bid (ITB) is to establish Contract(s) for Lottery industry Ticket Dispensers for use at Florida Lottery Retailer locations. Ticket Dispensers are very integral to the successful display marketing and sales growth of Lottery instant tickets.

1.2 DEFINITIONS

Bid - All materials submitted by a Vendor in response to this ITB.

Business Day - Monday through Friday except legal holidays observed by the State of Florida. The terms "working days" and "business days" may be used interchangeably.

Certified Minority Business Enterprise (CMBE) - A business which has been certified by the Florida Department of Management Services, Office of Supplier Diversity, to be a minority business enterprise.

Contract - The written agreement entered into between the Lottery and the successful Vendor to this ITB, which shall incorporate, among other provisions, the contents of this ITB and the successful Vendor Bid, except as specifically provided to the contrary in the Contract. The Contract will be in the form of a two-party signature document.

Contractor - The Vendor with whom the State executes a Contract to provide the required contractual services.

Day - A calendar day.

EETF - Educational Enhancement Trust Fund.

ITB - This Invitation to Bid.

Lottery - The State of Florida, Department of the Lottery.

Minority Business Enterprise (MBE) - Any business concern which is organized to engage in commercial transactions, and is at least 51 percent owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in, and with that group resulting in, an under-representation of commercial enterprises under the group's control and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.

Public Entity Crime - As defined in Section 287.133(1)(g), Florida Statutes, "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

RESPECT of Florida - The qualified non-profit agency operating under authority of Chapter 413, Florida Statutes to provide all governmental agencies within the State of Florida and their contractors quality products and services produced by persons with varying degrees of disability, helping to employ Florida citizens with disabilities, reducing their dependence on welfare and the need for costly institutionalization.

Responsible Vendor - A Vendor judged by the Lottery to have the capability in all respects to perform fully the Contract requirements and to have the integrity, security, reliability, and financial condition which will assure good faith performance.

Responsive Bid - A timely submitted Bid which conforms in all material respects to the ITB.

Secretary - The Secretary of the Florida Lottery or an employee of the Lottery authorized to act on behalf of the Secretary.

State - The State of Florida and its departments, boards and commissions, officers and employees.

Subcontractor - Any person other than an employee of the Contractor who performs any of the services listed in this ITB for compensation.

Vendor - Any firm or person who submits a Bid to the Lottery in response to this ITB.

Throughout this ITB, where it is logical to do so, the singular may be read as the plural and the plural as the singular.

1.3 ISSUING OFFICER

The Issuing Officer, acting on the Lottery's behalf, is the sole point of contact with regard to all procurement matters relating to this ITB, from the date of issuance of this ITB until the Lottery's Notice of Agency Decision.

All communication concerning this procurement should be addressed in writing to the Issuing Officer:

Mr. Rhett Frisbie, Director
General Services
Florida Lottery
250 Marriott Drive
Tallahassee, Florida 32301
FAX: (850) 487-7760
Email: purchasing@flalottery.com

1.4 CONTRACTING OFFICER

The Contracting Officer shall act on the Lottery's behalf for contractual matters. The Contracting Officer is:

Mr. Leo DiBenigno, Secretary
Florida Lottery
250 Marriott Drive
Tallahassee, Florida 32301

1.5 RESTRICTIONS ON COMMUNICATION

Vendors replying 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 Lottery 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 Issuing Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Bid.

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure an agreement pursuant to this ITB upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Lottery shall have the right to terminate any Contract in accordance with the termination clause, and in its sole discretion, to deduct from that Contract any cost or consideration or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee.

1.6 SCHEDULE OF EVENTS

The following event dates and times are set forth for informational and planning purposes. The Lottery reserves the right to change any of the dates.

EVENT	DATE AND TIME DUE
Invitation to Bid issued	July 22, 2009
Vendors submit written questions about the Invitation to Bid, or requests for changes to conditions and specifications of the Invitation to Bid, to the Issuing Officer no later than	July 29, 2009 12:00 Noon, ET
Answers issued in addendum to Invitation to Bid	August 3, 2009
Bid submissions due to Issuing Officer	August 10, 2009 3:00 p.m., ET
Completion of Administrative Qualification Process	To Be Determined
Notice of Agency Decision posted	To Be Determined

1.7 ITB CLARIFICATION PROCESS

The Lottery will not hold a pre-submission Vendor Conference in association with this ITB.

A round of clarification questions will allow Vendors to seek clarification concerning the ITB terms, conditions, and requirements as well as associated Bid submission and evaluation processes.

Questions relevant to this ITB and/or requests for changes to the ITB must be mailed, faxed, or e-mailed to the Issuing Officer. Vendors must observe the time schedule for submitting questions.

This schedule will ensure that the Lottery has adequate time to respond to all questions and that the responses will be provided to Vendors in time to be incorporated into their Bids. A copy of all questions along with the Lottery's responses will be issued as an addendum to the ITB.

Vendors are cautioned that an ITB inquiry must be written in general terms and should not contain cost information. The inclusion of specific cost information in an inquiry may result in the Vendor's disqualification.

Any addenda to this ITB will be posted on the Department of Management Services' Vendor Bid System. Potential Vendors must monitor the website for addenda and notices issued relating to this procurement. Vendors can ensure their company is registered to receive e-mail notification of advertisements, addenda and notices by visiting the following link: http://vbs.dms.state.fl.us/vbs/main_menu and selecting the "E-mail Notification" link. The commodity code vendors should register for pertaining to this procurement is: 528-400: "Ticket Dispensing Machines."

1.8 PROTEST OF THE ITB AND / OR THE AWARD

Any prospective Vendor who disputes the reasonableness or appropriateness of the terms, conditions, specifications and/or processes of this ITB or any subsequent addenda may, pursuant to Section 24.109, Florida Statutes, file a formal written protest in appropriate form within seventy-two (72) hours (excluding State holidays, Saturdays and Sundays) of posting the ITB or any subsequent addenda.

Any Vendor who disputes the Lottery's Notice of Agency Decision may, pursuant to Section 24.109, Florida Statutes, file a formal written protest in appropriate form within 72 hours (excluding State holidays, Saturdays, and Sundays) of posting of the Notice of Agency Decision.

Any Vendor who files a formal written protest shall, at the time of filing, post a bond in the amount of one percent (1%) of the Contract value as set forth in Section 287.042(2) (c), Florida Statutes. (The Lottery will estimate the Contract value for this purpose.) Failure to file a formal written protest accompanied by the required bond within the time prescribed in Section 24.109, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.9 MANDATORY REQUIREMENTS

The Mandatory Requirements of Contract (Attachment A) are incorporated herein by reference.

The Lottery has established certain mandatory requirements which must be included as part of any Bid. The use of the terms "shall," "must" or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition.

The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself be cause for rejection of a Bid.

1.10 BID RECEIPT AND OPENING

Vendors choosing to hand-deliver Bids must take into consideration that the Lottery Headquarters building is a secure facility and they must arrive early to comply with security procedures before being admitted to the Purchasing Office. The date and time stamp of the Purchasing Office is the official time of the Bid receipt.

Upon written request, the Issuing Officer will confirm receipt of any Bid by telephone, e-mail or other method he deems appropriate.

The public may attend the Bid opening, at which time the names of the responding Vendors will be read aloud; however, the public may not immediately review any submitted Bid. The contents of submissions are not public records subject to provisions of Section 119.07(1), Florida Statutes, until the Lottery posts a Notice of Agency Decision pursuant to Section 120.57(3) (a), Florida Statutes, or within ten (10) days after the Bid opening, whichever is earlier. Bids are not deemed to have been opened until after Cost Bids are opened in a public meeting.

Disclosure of Bid contents by a Vendor or agent of the Vendor prior to the Bid becoming a public record may result in rejection of the Bid at the Lottery's discretion.

No attempt shall be made by the Vendor to induce any other person or entity to submit or not submit a Bid for the purpose of affecting competition.

1.11 BID TENURE

Bids will be binding until execution of a Contract with the successful Vendor.

1.12 NON-RESPONSIVE BIDS

Each Vendor shall submit a Bid that meets all material requirements of this ITB. Material requirements of this ITB are those set forth as mandatory, or without which an adequate analysis and comparison of Bids is impossible, or those that affect the competitiveness of Bids, or the cost to the Lottery.

Bids that do not meet all material requirements of this ITB; fail to provide all required information, documents, or materials; or include language that is conditional, or takes exception, or offers alternatives contrary to terms, conditions, and requirements, shall be rejected as non-responsive.

The Lottery reserves the right to determine whether a Bid meets the material requirements of the ITB.

1.13 DISQUALIFICATION FOR NON-RESPONSIBILITY

Business stability and wherewithal to perform and support the Lottery are required. A Vendor will be rejected as non-responsible, if in the Lottery's judgment after evaluating documents submitted in response to this ITB, it does not possess the capability to perform the Contract requirements, has a conflict of interest in serving the Florida Lottery, or fails to demonstrate sufficient responsibility, security, integrity, and reliability to assure good faith performance.

1.14 VENDOR FELONIES, CONVICTED VENDOR LIST, DISCRIMINATORY VENDOR LIST

Consistent with Florida Law, no Vendor may submit a Bid or will be awarded a Contract is any of the following conditions exist:

1. The Vendor or any officers, directors, joint venturers, partners, or trustees have been convicted of, or entered a plea of guilty or *nolo contendere* to, a felony committed in the preceding ten (10) years, regardless of adjudication, unless the Lottery determines that: (i) the Vendor (or such an individual) has been pardoned or the Vendor's (such individual's) civil rights have been restored; (ii) subsequent to such conviction or entry of plea, Vendor (or such an individual) has engaged in the kind of law-abiding commerce and good citizenship that would reflect well upon the integrity of the Lottery; or, (iii) if the Vendor is not an individual, the Vendor has terminated its relationship with the individual whose actions directly contributed to Vendor's conviction or entry of a plea.
2. Vendor's name appears on the convicted vendor list maintained by the Department of Management Services in accordance with 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, Bid, or Reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Vendor represents and warrants that it will promptly notify the Lottery if its name is placed on the list during the term of the Contract.

3. Vendor's name appears on the discriminatory vendor list maintained by the Department of Management Services in accordance with Section 287.134, Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Bid, or Reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or Reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, 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. Vendor represents and warrants that it will promptly notify the Lottery if its name is placed on the list during the term of the Contract.

1.15 WITHDRAWAL FROM CONSIDERATION

The withdrawal of a Bid from consideration may be requested in writing within seventy-two (72) hours (excluding State holidays, Saturdays, and Sundays) after the established submission date and time. Requests received in accordance with this provision may be granted by the Lottery upon proof of impossibility to perform, based upon an obvious error. Bids removed from consideration will be retained by the Lottery.

1.16 BID CLARIFICATION PROCESS

In addition to the administrative qualification cure process (see Part 4), the Lottery may request clarifications from Vendors for the purpose of resolving ambiguities or questioning information presented in the Bids. Clarifications may occur throughout the Bid evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Lottery within the time stipulated at the occasion of the request.

In no case does the clarification process permit revision or supplementation of the Bid offerings after their submission.

1.17 DISCLOSURE AND OWNERSHIP OF BID CONTENTS BY THE LOTTERY

All matters set forth in a Vendor's Bid including, without limitation, administrative, technical and cost information, will be subject to disclosure after Contract award.

All information in a Vendor's Bid and any Contract resulting from this ITB are subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status.

Any and all materials submitted become the property of the Lottery. The Lottery reserves the right to use any and all information contained in a Bid, including the Bid of an unsuccessful Vendor, unless prohibited by law.

1.18 COSTS ASSOCIATED WITH BID

Neither the Lottery nor the State of Florida shall be liable for any of the costs incurred by a Vendor in preparing or submitting a Bid, including, but not limited to preparation, copying, postage, and delivery fees and expenses that may be required by the ITB.

1.19 REJECTION OR SELECTION OF BIDS

The Lottery reserves the right to:

- reject any or all Bids;
- advertise for new Bids;
- arrange to receive from others, or perform and obtain itself, the commodities and services solicited;
- abandon the need for such commodities and services; or
- award in whole or in part a Contract(s) deemed to be in the best interest of the Lottery.

1.20 NON-EXCLUSIVE RIGHTS

Nothing in this ITB or the Contract resulting from this ITB shall preclude the Lottery from purchasing commodities and/or services as described in this ITB from other vendors.

1.21 HIRING AND OTHER BUSINESS RELATIONSHIPS WITH LOTTERY STAFF

During the period from the ITB issuance until the signing of the Contract, Vendors are prohibited from officially or unofficially making any employment offer or proposing any business arrangement whatsoever to any Lottery employee. A Vendor making such an offer or proposition may be disqualified from further consideration, or a Contract signed pursuant to this ITB may be terminated.

1.22 PERSONS REQUIRING SPECIAL ACCOMMODATIONS

Any person requiring a special accommodation at any public meeting relating to this ITB because of a disability should contact the Office of Contract Compliance at (850) 487-7777, extension 3700 (voice), or use the Florida Relay Service at 1-800-955-8771 (TDD), at least forty-eight (48) hours prior to the scheduled meeting.

1.23 APPLICABLE LAWS AND PROCEDURES

Applicable provisions of all federal, state, county and local laws and administrative procedures, regulations, or rules shall govern the development, submittal and evaluation of all Bids received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a Bid hereto and the Lottery. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Vendor shall not constitute a cognizable defense against their effect.

1.24 MINOR IRREGULARITIES

The Florida Lottery reserves the right to waive any minor irregularity, technicality, or omission if the Florida Lottery determines that doing so will serve the State's best interests.

PART 2 – SPECIAL TERMS AND CONDITIONS

2.1 TERM OF CONTRACT

The Contract shall be in effect from the date of execution for a period of four (4) years, unless terminated earlier by the Lottery under the terms provided herein, subject to an annual appropriation by the State Legislature.

The Lottery reserves the right, at its sole option, to renew the Contract for up to four (4) one (1) year periods provided that any such option to renew is exercised by the Lottery at least ninety (90) days prior to the end of the initial Contract period, or any renewal thereof, or at a time mutually agreed upon by both parties.

The Contractor may request an increase in compensation for renewal periods only. Any price increase requested and approved shall not affect any quantities on order and not yet received. The request must be supported by documentation acceptable to the Lottery that demonstrates that the Contractor's cost of providing the item has increased by at least the percentage of the requested increase. In no case will the Contractor be permitted to increase the prices bid by more than the percentage increase in the Consumer Price Index during the corresponding period, unless deemed appropriate by the Lottery.

Any renewal or extension of the Contract shall be in writing. Renewals shall be contingent upon availability of funds and satisfactory performance by Contractor. If, at any time, the Contract is canceled, terminated, or expires, and a Contract is subsequently executed with a Vendor other than the current Contractor, the current Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor.

2.2 VENDOR DIVERSITY INITIATIVES

The State of Florida is committed to supporting its diverse population by providing increased opportunity and diversity in State contracting processes.

By submitting a response to this ITB, each Vendor is committing to implement business operations that encourage vendor diversity in subcontracts. At a minimum the Contractor will give consideration to minority and women business enterprises in all subcontracting opportunities as well as routine acquisitions supporting day-to-day operations in fulfilling the contractual obligations specified in this ITB.

The Contractor will also provide monthly and quarterly reports of expenditures and projected expenditures with minority and women businesses as well as status reports.

Vendor Diversity Contract Requirements are located in Attachment B.

PART 3 – SPECIFICATIONS

The Florida Lottery is seeking a Vendor(s) to provide in-counter, out-counter, and above-counter ticket dispensers that meet or exceed the below specifications.

3.1 EXPERIENCE

Responding Vendors are to have a demonstrable history of providing Lottery industry ticket dispensers.

3.2 ORDERS

Orders will be placed by the Lottery on an as needed basis.

The Lottery reserves the right to reject and refuse to accept and/or pay for all items that are sustained workmanship. When orders are placed, the percentage discount will be applied against the most current manufacturer's price list.

3.3 DELIVERY

Delivery of orders shall be completed within sixty (60) calendar days after receipt of order. If the required delivery day falls on a weekend or state holiday, the delivery date shall be the next business day. Partial shipments are acceptable at no additional cost to the lottery. Delivery of items will only be accepted between the working hours of 8:00 AM and 3:30 PM, Eastern Time.

The Contractor will be required to provide the Lottery with a schedule of shipments, indicating the anticipated delivery date until the entire shipment is received. The Lottery must be notified a minimum of three (3) days prior to arrival of any items. Delivery of the items shall be in accordance with instructions provided by the Lottery at the time the order is placed. The Lottery will only pay for items received.

Delivery of the ticket dispensers shall be F.O.B. Destination, Freight Prepaid & Charged Back. Invoices shall be submitted in arrears of each shipment received by the Lottery. The Contractor must prepay and add freight/shipping charges as a separate line item on the invoice to ensure payment. A copy of the prepaid freight receipt must be attached to the invoice for payment of orders.

Inside warehouse door delivery is required for all shipments. Not all district office locations have raised loading docks. All shipments will require freight carriers to have lift-gate capabilities. All shipments must be inside delivery and the waybills shall be marked "INSIDE DELIVERY REQUIRED".

Attachment C provides a break-down of the Lottery's current District Offices and their Ship To Addresses. The Lottery reserves to right to add, delete, or otherwise modify this listing during the term of the Contract.

The Contractor shall select shipping/freight companies that are cost-effective to the Lottery. The Lottery reserves the right to reject charges based on excessive pricing. The Lottery reserves the right to require the Contractor to utilize the State Term Contract or other supplier for its shipping needs under the resulting Contract, as deemed in the best interest of the Lottery. The Florida Lottery will not absorb or be charged for a re-delivery or delivery by another carrier.

3.4 PACKAGING

Each ticket dispenser shall be packaged in its own carton and in a manner that prevents the contents from being damaged during shipping.

No single carton weight shall exceed forty (40) lbs. Cartons shall be identified on all four (4) sides as to the contents (quantity, dispenser type). Cartons shall be palletized and delivered on standard GMA double entry pallets. Size of pallets is to be 40" x 48" with entry on the 40" side. Height of loaded pallets shall not exceed 48", including the pallet.

3.5 WARRANTY

A warranty is requested on all commodities against defects, materials, workmanship, and failure to perform in accordance with required performance criteria for a period of not less than one (1) year from the date of acceptance of that item by the Lottery.

Replacement of all dispensers and/or those found to be defective within the warranty period shall be made without cost to the Florida Lottery. Contractor must pay freight to and from its service center for any work done under warranty.

The warranty shall apply to all commodities purchased under the provisions of this bid. Warranties submitted with bid response, either appearing separately or included in pre-printed literature, of less than one (1) year are not acceptable and provisions herein take precedence.

These products are critical to the operation of the Lottery therefore the Contractor will be required to replace damaged or faulty products or parts immediately upon notification and at the Contractor's expense. The Lottery will return the damaged products at a later date, at the Contractor's expense.

Vendors are requested to submit warranty documentation with bid submittal if the warranty exceeds the requirements of this section.

3.6 MANUFACTURING AND SECURITY

Vendors should describe how the product will meet or exceed the standards or requirements as outlined in this ITB. At a minimum, the Vendor's response should include a description of the manufacturing techniques used to ensure that the play surface of instant tickets is not compromised during dispensing actions.

3.7 REPLACEMENT PARTS & OPTIONS

Vendors shall provide a percentage discount from the manufacturer's list price for any replacement parts and/or options available for the ticket dispenser(s) on Attachment D, Price Sheet. The cost of the replacement parts and/or options will not be used in evaluating the ITB. When orders are placed, the percentage discount will be applied against the most current manufacturer's price list.

PART 4 – ADMINISTRATIVE QUALIFICATION REQUIREMENTS

4.1 INTRODUCTION

The administrative qualification process will enable the Lottery to determine whether the Vendor possesses the capability to fully perform the contract requirements and the integrity and reliability that will assure good faith performance, and to obtain compliance with the other requirements of the ITB that are not directly related to the Technical Specifications portion(s) of the ITB (the "administrative qualifying information"). Certain deficiencies in the Bid requirements listed below may be cured as part of the administrative qualification process, at the discretion of the Lottery.

The administrative qualification process is concurrent to the review of Bids. In order to foster maximum competition, the Lottery will seek to minimize, if not eliminate, Vendor disqualifications resulting from non-responsiveness to administrative qualifying information requirements. Thus, the Lottery will notify Vendors whose administrative qualifying information or documentation is not as required by Part 4 and will allow the correction of errors and omissions prior to making a final determination of responsiveness. Timely cures will be accepted by the Lottery.

The Lottery will notify Vendors of any deficiencies in the materials submitted and will provide the timeframe within which the deficiencies may be cured. Failure of a vendor and its substantial subcontractors, if any, to supply all information requested by the Lottery within the time frame established by the Lottery may cause the Lottery to reject the Vendor's Bid as non-responsive.

No submission that amends or supplements a Vendor's Bid will be accepted or considered.

4.2 CONFLICT OF INTEREST AND DISCLOSURE

Vendors, joint venturers, partners, and substantial subcontractors must complete and submit the information requested on the Conflict of Interest and Disclosure Form, Attachment E, or indicate "not applicable" if no disclosures are necessary.

Bids from Vendors who have active client relationships that would pose a conflict of interest with the Lottery will not be eligible for consideration. Vendors should clarify on an attachment to the Form if they believe a potential conflict of interest may apply or may be perceived to apply.

4.3 ACKNOWLEDGEMENT OF ITB ADDENDA

The Vendor must sign a form indicating acknowledgement of ITB addenda as distributed by the Issuing Officer. This acknowledgement should be submitted with the Bid.

Written acknowledgement of all addenda issued prior to the ITB due date shall become part of each Vendor's Bid.

4.4 RESPECT OF FLORIDA – CONTRACTUAL RELATIONSHIP

The Florida Lottery is committed to maximizing employment opportunities for individuals throughout this state who are blind or otherwise qualify as handicapped under Chapter 413, Florida Statutes, and for such individuals to increase their independence and self-sufficiency.

By submitting a response to this ITB, each Vendor is committing to adhere to Chapter 413, Florida Statutes. Contractual requirements are located in Attachment F.

To further the Lottery's commitment in this regard and to ensure that RESPECT is afforded the opportunity to provide products and/or services necessary for a Vendor to perform its contractual obligations, the Certification of Consultation (Attachment G) must be executed by RESPECT and any proposing Vendor, and should be submitted with Vendor's Bid. Failure to submit the Certification of Consultation may result in a Vendor's Bid being deemed non-responsive.

PART 5 – INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS

5.1 INSTRUCTIONS FOR BID SUBMITTAL

Electronic submission of bids is not required and will not be accepted for this ITB.

- Bids may be sent by U.S. Mail, Courier, or Hand Delivered to the Issuing Officer.
- All bids must be submitted in a sealed envelope and shall be clearly marked on the outside with the bid number, date and time of bid opening for which bid is intended. The Florida Lottery is not responsible for the opening of any envelope which is not properly marked.
- Each original bid must contain originals of all documents required to be submitted by this ITB.
- All bids must contain the original signature of an authorized representative who can legally bind the Vendor in a contractual obligation.
- It is the Vendor's responsibility to assure its bid submittal is delivered at the proper place and time as stipulated in the ITB.
- Late bids will not be accepted.

- Vendors shall submit all mandatory, technical, and pricing data in the formats specified in the ITB.

5.2 COMPENSATION AND COST BID

Each Vendor shall provide a discount percentage for the provision of all commodities and services, excluding freight charges, as set forth in Attachment D, required to meet the provisions of the Contract.

5.3 GENERAL INFORMATION AND ORGANIZATION

Vendors should describe their experience and ability to provide the commodities and services required by this ITB, which at a minimum should include:

- 3.1.1 A brief history of the company, including the number of years in business and the founding date of the organization;
- 3.1.2 A description of the Vendor's experience in providing Lottery Instant Ticket Dispensers and related commodities and services;
- 3.1.3 A catalogue of the Vendor's current product offerings;
- 3.1.4 A list of current accounts and the nature of commodities and services the company is providing;
- 3.1.5 Contact information for a minimum of (3) customers, from the past three (3) years, who may be used as references for commodities and services similar to those required by this ITB; and
- 3.1.6 Identification of any contracts, by client name, for commodities and/or services similar to those required by this ITB that have been terminated within the past four (4) years. The Vendor should identify the reason(s) for termination and describe any mitigating circumstances the Vendor believes contributed to the problem.

PART 6 – BID EVALUATION AND NOTICE OF AGENCY DECISION

6.1 BASIS OF AWARD

In the best interest of the state, the Lottery may contract with a Vendor(s) on a single or multiple award basis. Multiple vendors may be awarded for each category of commodities and services requested in this ITB. Vendors are cautioned that this is **not** an all or none bid, Vendors may bid on any or all categories in this ITB.

6.2 IDENTICAL TIE BIDS

In the case of an exact tie in the pricing, the tie will be resolved in accordance with 60A-1.011, Florida Administrative Code and Section 295.187 as applicable which may include certification that a drug-free workplace has been implemented. Vendors may execute and return Attachment H, Certification of Drug Free Workplace to be considered in the event of an exact tie bid.

6.3 NOTICE OF AGENCY DECISION

At the conclusion of Bid evaluations and contract negotiations, the Lottery will announce its intended decision. Notice will be posted on the state's Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu and on the Lottery's web site, www.flalottery.com.

The Lottery reserves the right to reject, in its sole discretion, any and all Replies at any time during the procurement process.

Attachment A MANDATORY REQUIREMENTS OF CONTRACT

Advertising - The Contractor shall not use its relationship with the Lottery as a part of any commercial advertising without prior written consent of the Lottery.

Amendments to the Contract - Any contract provision resulting from this ITB may not be modified, amended, altered, changed, renewed, varied, waived or augmented, except in writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing and signed by the other party.

Assignment of the Contract - The Contract is not assignable except with the prior written approval of the Lottery. Monies payable under the Contract are not assignable except with the prior written approval of the Lottery and the Comptroller of the State of Florida. In the event of such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is thereunder bound and obligated. No assignment, if any, shall operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

Audit - The Lottery reserves the right to audit all Contractors' and subcontractors' procedures and records using its employees, its designees or other State agencies to the extent permitted by law. Contractors shall maintain on file for a period of three years after the expiration or termination of the contract, all supporting documentation for charges and/or reports to the Lottery. These files shall be available for audit by the Lottery during this time period at the Lottery's discretion. Contractor is required to maintain its books, records and other evidence pertaining to the Contract in accordance with generally accepted accounting principles and such other procedures specified by the State of Florida.

Availability of Funds - The state of Florida's and the Lottery's performance and obligation to pay under this Contract are contingent upon an annual appropriation by the Florida Legislature.

Benefit - Any Contract is for the benefit of the Lottery and the Contractor and not for the benefit of any third party or person.

Change of Schedules - The Lottery reserves the right, in its own best interest, to modify, reject, cancel or stop any and all plans, schedules or work in progress.

Confidentiality - Any information relating to the products, customers, business, marketing plans and policies of the Lottery or its affiliates, supplied to the Contractor by or at the direction of the Lottery or acquired by the Contractor in the course of providing services to the Lottery, or developed by the Contractor in carrying out the Contractor's duties under the Contract, shall be deemed to be confidential and proprietary information of the Lottery and the exclusive property of the Lottery.

Contract - The Contract shall incorporate the terms of all related solicitation documents, including but not limited to any addenda to the solicitation, and the Contractor's offer as an integral part of the Contract, except to the extent that the Contract explicitly provides to the contrary. In the event of a conflict in language among any of the documents referenced above, the provisions and requirements of the Contract shall govern.

Contract Elements - The Contract between the Lottery and the successful vendor shall include as integral parts thereof:

1. This ITB;
2. Clarifications and addenda to this ITB;
3. The Vendor's response; and
4. The Vendor's response clarifications.

In the event of a conflict in language between any of the above-mentioned documents, the provisions and requirements set forth or referenced in the ITB and its addenda shall govern. In the event that an issue is addressed in the Offer or its clarifications that is not addressed in the ITB, no conflict in language shall be deemed to occur.

In the event of a conflict in language between any of the above-mentioned documents and the Contract, the provisions and requirements set forth or referenced in the Contract and its amendments shall govern. In the event that an issue is not addressed in the Contract, no conflict in language shall be deemed to occur.

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this ITB shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

Contractor Responsibility - The Lottery will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the services and/or commodities required by the Contract, whether or not the Contractor is the direct supplier of said service, commodity, or any component thereof. Upon execution of the Contract, the Contractor will identify a sole point of contact for all matters pertaining to the Contract. Contractor agrees that performance of other contracts for any agency, entity or person shall not interfere with the faithful and timely performance by Contractor under the Contract.

Contractor's Responsibilities Upon Termination - After receipt of a Notice of Termination, and except as otherwise specified by the Lottery, Contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
3. Assign to the Lottery effective on the date of Contract termination, in the manner, at the time, and to the extent specified by the Lottery, all of the right, title, and interest of Contractor under the orders and subcontracts so terminated, in which case the Lottery

Attachment A

has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and to reduce any settlement amount determined by the amount paid for such orders or subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Lottery to the extent the Lottery may require. The Lottery's approval or ratification shall be final for the purposes of this part;
5. Upon the effective date of termination of this Contract and the payment by the Lottery of all items properly chargeable to the Lottery hereunder, Contractor shall transfer, assign, and make available to the Lottery all property and materials belonging to the Lottery, all right and claims to any and all reservations, contracts and arrangements regarding this Contract. No extra compensation is to be paid to Contractor for its services in connection with any such transfer or assignment. The Lottery concurrently with such transfer or assignment shall assume the obligations of the Contractor, if any, on all non-cancelable contracts with third parties for such items;
6. Upon termination of the Contract by Lottery, Contractor shall be deemed to have released and relinquished to the Lottery any and all claims or rights it may otherwise have to common law or statutory copyright with respect to all or any part of unpublished material prepared or created by Contractor in the course of its performance hereunder;
7. Complete performance of such part of the work as shall not have been terminated by the Lottery; and
8. Take such action as may be necessary, or as the Lottery may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the Lottery has or may acquire an interest.
9. All proprietary materials and associated information are considered to be the property of the Lottery and will be returned to the Lottery upon termination of the Contract.

Controlling Law - The validity, interpretation and performance of the Contract shall be governed by and construed under the laws of the State of Florida. Any and all litigation arising under the Contract shall be instituted in the appropriate court in Leon County, Florida.

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, offer, or reply on a contract to provide any commodities or services to a public entity; may not submit a bid, proposal, offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, offers, 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. Contractor represents and warrants that it is not on the discriminatory vendor list and that it will promptly notify the Lottery if its name is placed on the list during the term of the Contract.

Ethics Policy; Gifts Prohibited - Lottery employees are prohibited by the Lottery's ethics rules, 53ER07-41, Florida Administrative Code, from accepting anything of value from a lobbyist or principal of a lobbyist or a gift valued in excess of \$25 from an entity doing business with the Lottery. A copy of the rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011. Contractor agrees that it will not offer or provide to any Lottery employee any gift or other item of value that would violate the Lottery's ethics rule and acknowledges that the Lottery may unilaterally cancel this Agreement if Contractor violates this provision.

Force Majeure – Except as otherwise provided herein, neither Contractor or the Lottery shall be liable to the other for any delay in or failure of performance of any covenant contained herein, or shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. As herein used "force majeure" is strictly limited to include fire, explosion, action of the elements, rationing, war, or civil disturbance. The existence of such causes of delay or failure shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed.

Any such delay in or failure of performance shall not in and of itself give rise to any liability for damages; however, the Lottery may elect to terminate the Contract for cause should its continuing operations, in its sole judgment, be materially threatened or harmed by reason of extended delay or failure of performance.

During a period of non-performance due to Force Majeure, payments from the Lottery to the Contractor will be suspended.

Indemnification - Contractor agrees to defend, indemnify, and hold the Lottery harmless from and against any loss resulting from any claim made or brought against it arising out of:

1. Contractor's failure to obtain a required consent of any nature whatsoever;
2. Contractor's contracts with third parties;
3. the unauthorized use of name or likeness of any person, libel, slander, defamation, disparagement, piracy, plagiarism, unfair competition, idea misappropriation, infringement of copyright title, slogan or other property rights and any invasion of the right of privacy;
4. Breach of Contractor's obligations under the Contract; or
5. Contractor's negligence or willful misconduct; provided, however, that Contractor's duty of indemnification shall not apply to any materials or information supplied by Lottery to the Contractor.

This paragraph, insofar as it applies to work undertaken while the Agreement is in effect, shall survive the termination of the Agreement.

Independent Contractor - The Lottery and Contractor represent that they are acting in their individual capacities and not as agents, employees, partners, or associates of one another.

Insurance, Worker's Compensation – Contractor shall carry all insurance coverage's required by this Contract and by any and all governing laws, including but not limited to, worker's compensation.

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Invoicing and Payment

1. Invoices for commodities and/or services delivered shall be submitted in detail sufficient for a proper pre-audit and post audit thereof. Invoices shall be submitted to:

Vendor Disbursements
Florida Lottery
250 Marriott Drive
Tallahassee, FL 32399-4020

2. Payment shall be made in accordance with Section 215.422, Fla. Stat. Upon receipt of the commodities and/or services provided by Contractor to the Lottery, the Lottery shall have ten (10) working days to inspect and approve the commodities and/or services. The Lottery shall within twenty (20) days thereafter, deliver a request for payment to the Department of Financial Services. The twenty (20) days shall be measured from the latter of the date the invoice is received or the date the commodities and/or services are received, inspected and approved.

Invoices which have to be returned to the Contractor because of Contractor's preparation errors or disputes will result in a delay in the payment. The invoice payment requirements shall not start until a properly completed invoice is provided to the Lottery. Undisputed amounts are subject to the invoice payment requirements. All invoices for commodities and/or services must be cross-referenced to the Contract in such a manner that the Lottery can identify the authority for the charge.

If a warrant is not issued within forty (40) days, a separate interest penalty as specified in Section 55.03, Fla. Stat., will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Contractor requests payment.

A Vendor Ombudsman Program has been established within the Department of Financial Services. The duties of this program include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a state agency. The Vendor Ombudsman Program may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

The vendor information system phone number is (850) 413-7269 or suncom 293-7269. This system will provide payment information based on vendor number and invoice number and/or dollar amount. It searches for a match within the most recent thirty (30) day period. This number also has a zero (0) option if assistance is needed. The vendor ombudsman section will provide assistance.

Liquidated Damages – Due to the difficulty in determining the amount of damages that would result from a failure of performance under this Contract, the Lottery may require Contractor to pay, as fixed and agreed liquidated damages, the following sums of money in the event of a breach of the following terms of the Contract. These elements of liquidated damages are not mutually exclusive and more than one may apply in a given situation.

- A. If the Contractor fails to deliver Lottery Ticket Dispensers and Related Products within the required time frame set forth in the contract, the Lottery may require the Contractor to pay the sum of \$100.00 per day of delay in delivery.
- B. For any other failure by the Contractor to perform in accordance with the terms of the Agreement, after having been notified in writing by the Lottery of the specific deficiency, the sum of up to \$1,000 per day or portion thereof, after notification.

The Florida Lottery reserves the right to deduct assessments of liquidated damages from pending invoices submitted by the Contractor.

Modification of Contract - The Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of the Contract shall only be valid when they have been reduced to writing and duly signed by each of the parties hereto.

MyFloridaMarketPlace

1. **Vendor Registration**- Each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866) FLA-EPRO (866-352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida, 32399.
2. **Transaction Fee**- Pursuant to 53ER07-55(10) Florida Administrative Code, procurements of commodities and services specific to the lottery industry and for which the Florida Lottery is the sole purchaser in the state of Florida are exempt from the 1% Transaction Fee that would otherwise apply under Rule 60A-1.031, F.A.C.

News Releases - The Lottery is the only entity authorized to issue news releases relating to this contract and performance thereunder.

Nondisclosure of Lottery's Plans - Contractor must use its best efforts to ensure that the details of the games planned by the Lottery are not disclosed to persons or organizations other than the personnel, agents, or subcontractors of the Contractor whose assistance in the production of the game is necessary, until the Lottery announces same.

Non-exclusive Rights - The right to provide services and/or commodities under the Contract, shall not be exclusive. The Lottery reserves the right to contract simultaneously for and purchase these commodities and services from as many firms as it deems necessary without infringing upon or terminating the Contract.

Ownership of Materials – Ownership of all data, documentary material, copy, creative, video, audio and operating reports originated and prepared exclusively for the Lottery pursuant to any Contract shall belong to the Lottery, unless otherwise agreed to in writing by the Lottery. Third party proprietary software and related documentation shall be sublicensed to the Lottery.

Attachment A

Patents, Copyrights and Trademarks - Any and all patents, copyrights or trademarks accruing under or in connection with the performance under this Contract are hereby exclusively reserved to the State of Florida.

Personnel – If, during the course of the Contract, the Lottery reasonably determines that certain Contractor personnel are unable or fail to perform their duties in a competent and professional manner, the Lottery shall notify the Contractor in writing of its determination. The Contractor shall remove said personnel from the Lottery account and shall assign replacement personnel acceptable to the Lottery.

Public Access to Records - All documents, papers, letters, or other materials relating to the Contract that are made or received by Contractor in conjunction with the Contract, except those matters which, under the Contract, Florida law or Florida Lottery rules are confidential, are required to be available for public access and copying in the manner specified by Chapter 119, Florida Statutes. Such records shall be maintained for a period of three years after the expiration of the Contract. The Lottery may unilaterally cancel the Contract for Contractor's refusal to allow access to public records.

Public Entity Crime - 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, proposal, offer or reply on a contract to provide any commodities or services to a public entity; may not submit a bid, proposal, offer or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, offers 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor represents and warrants that it is not on the convicted vendor list and that it will promptly notify the Lottery if its name is placed on the list during the term of the Contract.

Quality of Work and Services - Notwithstanding "prior approval" requirements that may be reserved to the Lottery under this Contract, Contractor retains the ultimate responsibility to ensure and guarantee the quality of work and services to be provided under this Contract. Contractor is fully and solely responsible for performing and completing the services specified herein to the satisfaction of the Lottery.

Severability – If any clause, term, or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such event shall not affect, impair, or render invalid or unenforceable the remainder of the Agreement or any other clause, term, or condition hereof, except as is necessary to preserve the particular rights and obligations of the parties as established herein.

Subcontracting –The Contractor may enter into written subcontracts for performance of work under the Contract with prior written approval of the Lottery. All substantial subcontractors shall be subject to the prior written approval of the Lottery and be subject to investigations required by Section 24.111, Fla. Stat. The Lottery shall have the continuing right throughout the term of the Contract to disapprove subcontractors if such disapproval would be in the best interest of the Lottery. The Lottery shall have the right to inspect and acquire any of the subcontractor documents executed between the Contractor and the subcontractor. No subcontract that the Contractor enters into with respect to performance under the Contract shall in any way relieve the Contractor of any responsibility for performance under the Contract.

Termination for Cause - The Lottery reserves the right to immediately terminate the Contract by providing written notice to the Contractor if the Lottery determines, in its sole discretion, that any of the following has occurred:

1. Contractor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the Contract, which representation is materially false, deceptive, incorrect, or incomplete;
2. Contractor fails to perform to the Lottery's satisfaction any material requirements of the Contract or defaults in performance of the Contract;
3. The performance of the Contract is substantially endangered by the action or inaction of the Contractor, or such occurrence can be reasonably anticipated;
4. The Contractor's firm or assets are acquired by or combined with another company or concern during the Contract period;
5. The Contractor or any substantial subcontractor fails to maintain the standards of financial responsibility, character, reputation or integrity as determined by the Florida Lottery;
6. Contractor is placed on the convicted vendor list or discriminatory vendor list; or
7. The actions or inaction of the Contractor or Contractor's employees pose a threat to the security or integrity of the Lottery. In such an event, the Lottery may terminate the Contract immediately by telephonic notification followed by written notice.

Should the Lottery give notice of termination for reasons in sub-paragraphs 2 or 3 above, Contractor shall have seven days after receipt of said notice to remedy the failures or problems. If Contractor fails to remedy, the Lottery may order Contractor to stop immediately all work and terminate the Contract.

If the Contract is terminated for cause by the Lottery, the Lottery shall be obligated only for the commodities and services actually delivered and accepted or services actually rendered prior to the date of notice of termination, less any liquidated damages or other damages that maybe assessed for non-performance.

Termination for Convenience - The Lottery reserves the right to terminate the Contract or any part of the Contract at its convenience 60 calendar days' written notice. The Lottery shall incur no liability for materials or services not yet ordered if it terminates for convenience. If the Lottery terminates for convenience after an order for materials or services has been placed, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its commodities and services were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

Termination by Mutual Agreement - With the mutual agreement of both parties, the Contract or any part of the Contract may be terminated on an agreed date prior to the end of the Contract period without penalty to either party.

Attachment A

Unauthorized Aliens - The employment of unauthorized aliens by any contractor is considered a violation of the Immigration and Nationality Act, 8 U.S.C. § 1324a. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

Vendor Ethics and Integrity -The Contractor is obligated to meet high standards for ethics and integrity under this Contract:

1. The Contractor and its employees shall accept no pay, remuneration, or gratuity of any value for performance on or information derived from this contract from any person or entity other than the Lottery.
2. The Contractor and its employees shall not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any Lottery employee.
3. The Contractor and its employees shall not disclose any business sensitive or confidential information gained by virtue of this Contract to any party without the written consent of the Lottery.
4. The Contractor and its employees shall take no action in the performance of this Contract to create an unfair, unethical, or illegal competitive advantage for itself or others.
5. The Contractor and its employees shall not have any financial or personal interests relating to this project (other than the Contract itself) without the explicit written consent of the Lottery.

For violation of the above provisions, the Lottery may terminate the Contract, receive restitution from the Contractor, debar the Contractor, and take any other appropriate actions against the Contractor.

Waiver – Waiver of a breach of any provision hereof does not constitute a waiver of any subsequent breach of such provision or of any other provision in the Contract.

Warranties of Contractor - Contractor covenants and warrants as follows:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
2. It is possessed of the legal authority and capacity to enter into and perform the Contract; and the Contractor representative who is executing the Contract is so authorized by the Contractor.
3. It has been duly authorized to operate and do business in the State of Florida and all places where it shall be required to conduct business under the Contract; that it has obtained, at no cost to the State of Florida, all necessary licenses and permits required in connection with the Contract; and that it shall fully comply with all laws, decrees, labor standards and regulations of its domicile and such other location where performance may occur during the term of the Contract.
4. It has no present interest and shall not acquire any interest that would conflict in any manner with Contract duties and obligations under the Contract.
5. The services rendered shall in all respects conform to, and function in accordance with, the specifications and designs requested in this solicitation.
6. Its performance under the Contract shall not infringe on any patent, copyright, trademark, service mark or other intellectual property rights of any other person or entity and shall not constitute the unauthorized use of any trade secret of any other person or entity.

Attachment B
Vendor Diversity Contract Requirements

1. Minority and Women Business Participation Plan. The Contractor will be required to submit a plan to implement vendor diversity practices to the Lottery prior to submission of its first invoice. Subsequently, each required report or updated plan must be submitted to the Lottery prior to submission of the applicable monthly invoice for services. The services covered by the invoices will not be considered to have been satisfactorily performed and will not be approved by the Lottery until the plan and/or report(s) has been submitted and approved. Failure to timely submit an acceptable plan will result in a delay in payment of the invoiced amount. The Florida Lottery reserves the right to modify reporting requirements during the term of the Contract.
2. Minority and Women Business Participation. The Lottery has identified the following possible areas of participation:
 - ❖ Office supplies;
 - ❖ Consulting;
 - ❖ Computer – Hardware/Software;
3. Vendors may obtain information on diverse business enterprises by contacting the Department of Management Services, Office of Supplier Diversity (OSD), 4050 Esplanade Way, Suite 360, Tallahassee, Florida 32399-0950, (850) 487-0915.
4. The Lottery will provide assistance in identifying procurement opportunities that may be competed for by diverse vendors.
5. Vendor agrees that its company information will be posted on the Lottery's web site to facilitate the ease of identification of the Lottery's contractors. At a minimum, the company information will include the company name, contact person name for outreach activities, mailing address, phone and fax numbers, email addresses etc. The Lottery, at its sole discretion, may post the Contractor's Minority and Women Business Plan as well as the required reports.
6. During the RFP review or during the term of the contract, the Lottery may identify commodities and/or contractual services opportunities for diverse business participation. Upon identification of such opportunities, the Lottery will provide a list itemizing the opportunities and a list of potential vendors that the Contractor will afford an opportunity to participate in providing a quote on the specified commodities and/or contractual services. The Contractor will be required to report on the status of the diverse vendor participation, i.e., quoted date, vendors who participated, the outcome etc.
7. The Contractor will be asked to consider participating in Lottery identified "Annual Match Maker" expositions with a booth to facilitate one-on-one interaction with small and diverse businesses and enhance outreach initiatives pertaining to the contract resulting from this RFP. Attendance will be encouraged annually.
8. Failure to exhibit good faith efforts in small and diverse business initiatives and outreach efforts may subject future purchases by the Contractor in fulfilling its contractual responsibilities to be coordinated with the Lottery and/or the Office of Supplier Diversity.

Attachment B

9. Additionally, failure to exhibit good faith efforts may cause the Contractor to be deemed non-responsible in future Lottery or other governmental entity contract considerations and subject the contract to termination.
10. It is required that the Contractor, as part of implementing its participation plan, seek to utilize Certified Minority Business Enterprises (CMBEs) in performing services under the Contract and/or afford the opportunity to provide day-to-day supplies and/or services.
11. C/MBE Subcontracting Back. A Certified or Non-certified Minority Business Enterprise (C/MBE) subcontractor shall not be allowed to subcontract any portion or portions of the work back to:
 - a. The Contractor, either directly to or through any other company or firm owned and/or controlled by the Contractor; or,
 - b. Any firm with which the CMBE has a present business relationship. A present business relationship is defined as both firms having some of the same owners or the sharing of space, equipment, financing or employees.
12. CMBE subcontractors shall not be allowed to subcontract all or the majority of the sub-contractual portion of the work to another firm or firms. A CMBE subcontractor whose employees perform none of the direct labor or service activities specified in the Contract shall be prohibited from engaging in a sub-contractual agreement with the intent of collecting a broker's fee or commission.
13. Minority and Women Business Participation Plan Review and Update. Participation plans will be re-assessed and updated annually on the anniversary date of the Contract. The Lottery reserves the right to require more frequent updates or to waive annual updates depending upon the Contractor's performance in outreach initiatives as determined by the Lottery and/or Office of Supplier Diversity.

Attachment C
District Office Locations

Headquarters: 250 Marriott Drive
Tallahassee, FL 32301

District 01: Tallahassee District Office
250 Marriott Drive
Tallahassee, FL 32301

District 03: Pensacola District Office
6601 N. Davis Hwy, Suite 55
Pensacola, Florida 32504

District 04: Jacksonville District Office
8595 Beach Blvd., Suite 301
Jacksonville, Florida 32216

District 05: Gainesville District Office
3926 S.W. Archer Rd.
Gainesville, Florida 32608

District 06: Orlando District Office
1241 SR 436, Unit 181
Casselberry, Florida 32707

District 09: Tampa District Office
1911 N. US Hwy 301, Suite 170
Tampa, Florida 33619

District 10: Ft. Myers District Office **
2830 Winkler Ave., Suite 118
Ft. Myers, Florida 33916

District 11: West Palm Beach District Office
6965 Vista Parkway, Unit #1
West Palm Beach, Florida 33411

District 13: Miami District Office
8210 N.W. 14th Street
Miami, Florida 33126

** Vendors are cautioned that the Florida Lottery Ft. Myers District Office will be relocating in October 2009 to the following address:

11742-11790 Metro Parkway
Ft. Myers, FL 33966

The Contractor will be required to ship items to the new location upon notification from the Florida Lottery.

**Attachment D
Price Sheet 1 of 2
Ticket Dispensers**

ITEM	QUANTITY THRESHOLD	DISCOUNT %
CATEGORY I: IN-COUNTER DISPENSERS	1-250	\$ _____
	251-500	\$ _____
	501-1000	\$ _____
	1001-2500	\$ _____
	2501-5000	\$ _____
	5001 up	\$ _____
TOTAL % DISCOUNT FOR IN-COUNTER DISPENSERS		\$ _____
CATEGORY II: ON-COUNTER DISPENSERS	1-250	\$ _____
	251-500	\$ _____
	501-1000	\$ _____
	1001-2500	\$ _____
	2501-5000	\$ _____
	5001 up	\$ _____
CATEGORY III: ABOVE-COUNTER DISPENSERS	1-250	\$ _____
	251-500	\$ _____
	501-1000	\$ _____
	1001-2500	\$ _____
	2501-5000	\$ _____
	5001 up	\$ _____
TOTAL % DISCOUNT FOR ABOVE-COUNTER DISPENSERS		\$ _____
% Discount on Replacement Parts and/or Options (See Section 3.7)		\$ _____

Vendors are cautioned that this is not an all or none bid, Vendors may bid on any or all categories in this ITB.

The cost of the replacement parts and/or options will not be used in evaluating the ITB.

**Attachment D
Price Sheet 2 of 2
Ticket Dispensers**

The Contractor(s) shall provide the Florida Lottery the listed percentage discount from its manufacturers Price List in effect at the time an order is placed. The Vendor's listed discounts will apply to quantities of the same model number and/or a combination of model numbers, as stated on a single purchase order.

Vendors must provide a numerical percentage discount for each quantity threshold requested for the category(s) they are bidding on. Failure to do so may result in rejection of the Bid. The percentage discount should not be carried more than four (4) decimal places, for example, 0.0252.

No remuneration is available to the Contractor beyond the cost quoted above for this project. Costs agreed to in the Contract will be firm and remain constant throughout the life of the Contract.

Vendor's / Company Name

Date

F.E.I.D. #

Signature of Authorized Representative

Printed or Typed Name of Authorized Representative

Address

City and State

(____) _____
Telephone Number

(____) _____
FAX Number

Email Address

CONFLICT OF INTEREST AND DISCLOSURE FORM

Vendors must disclose the following:

- 1) The name, current position title, and affiliation to Vendor of any officer, director, employee or agent that is also an officer or employee of the Florida Lottery, the State of Florida, or any of its agencies:

By checking this box, I certify there are no disclosures to make for this section.

- 2) The name, title and affiliation to Vendor of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor's company or any of its branches or affiliates.

By checking this box, I certify there are no disclosures to make for this section.

- 3) The name, title and affiliation to Vendor of any employee, agent, lobbyist, previous employee of the Lottery, or other person, who has received or will receive compensation of any kind, or who has or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Lottery in connection with this procurement.

By checking this box, I certify there are no disclosures to make for this section.

Vendor: _____

Signature of Authorized Representative: _____

Printed Name: _____

Date: _____

RESPECT of Florida Contract Terms

- 1) No similar product or service of comparable price and quality necessary for the Contractor to fulfill its contractual obligations may be purchased from any other source other than RESPECT, when such products and/or services are certified by RESPECT to be manufactured or supplied by the blind or severely handicapped and the product or service meets the comparable performance specifications and comparable price and quality requirements as determined by the Contractor. The Contractor may make reasonable determinations of need, price and quality with reference to products or services available from RESPECT.
- 2) Commodities and/or services that are readily identifiable for provisioning through RESPECT are: office supplies and janitorial supplies.
- 3) RESPECT has been provided a copy of this solicitation and is prepared to consult with Contractor on the date of solicitation release. Due to the time sensitivity of a sealed proposal process, Vendors are encouraged to contact the RESPECT Representative identified below in sufficient time to facilitate a timely submittal to the Lottery. Claims of late submittal of a response due to insufficient time to consult with the RESPECT Representative will not constitute a cognizable defense against rejection of your proposal due to late submission.
- 4) RESPECT of Florida may be contacted at:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850) 487-1471
Fax: (850) 942-7832

Contact: Randy Borges rborges@respectofflorida.org

- 5) A determination that a product or service provided by RESPECT does not conform to the requirements of a product and/or services specified by the Contractor shall not constitute such a determination for all products and/or services available from RESPECT. Any claim of non-conformance must be addressed with RESPECT within two (2) business days of such determination to give RESPECT an opportunity to correct and satisfy product and/or service requirements. Determination of non-conformance can only occur during the contract term.
- 6) RESPECT may waive in writing its right to provide products and/or services to the Contractor, but such waiver is subject to an annual review by RESPECT.
- 7) The Florida Lottery will provide assistance in identifying procurement opportunities that may exist with RESPECT. The Contractor will be required to meet and consult with representatives of the Lottery and RESPECT should the Lottery and/or RESPECT deem it necessary. If significant travel would be required for attendance at a consultation meeting, then a conference call will be required.
- 8) During the RFP review or during the term of the contract, the Lottery may identify products and/or services opportunities that may be available from RESPECT. Upon identification of such opportunities, the Lottery will provide a list itemizing the products and/or services that the

Attachment F

Contractor will afford RESPECT an opportunity to provide. RESPECT will provide the Lottery reports on the expenditures made by a Contractor.

- 9) Failure of the Contractor to adhere to the requirements specified herein and in Chapter 413, Florida Statutes, may subject future purchases by the Contractor of products and/or services provided by RESPECT to coordination with the Lottery and/or RESPECT; cause the Contractor to be deemed non-responsible in future Lottery or other governmental entity contract considerations; and/or result in renewal options not being exercised; and/or subject the contract to termination.



CERTIFICATION OF CONSULTATION

The parties below that have executed this Certification of Consultation agree upon one of the actions indicated below.

Check one:

RESPECT will provide products and/or services to the Vendor. Such products and services are identified below.

RESPECT waives provisioning products and/or services to the Vendor, subject to an annual review.

Products and/or Services to be provided:

Company Name

Representative Signature

Representative Name

Date

RESPECT of Florida

Representative Signature

Representative Name

Date

Attachment H
CERTIFICATION OF DRUG FREE WORKPLACE

Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, one preference shall be given to an offer received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent: _____

Authorized Representative: _____

Signature: _____